

RFP NO. HCJDC-FY-98-3



REQUEST FOR PROPOSALS

FOR

THE STATEWIDE MUGSHOT  
SYSTEM

Issued By  
The Hawaii Criminal Justice Data Center  
Department of the Attorney General

State of Hawaii  
March 1998

RFP NO. HCJDC-FY-98-3

REQUEST FOR PROPOSAL

FOR

THE STATE OF HAWAII STATEWIDE MUGSHOT SYSTEM

ISSUED BY

HAWAII CRIMINAL JUSTICE DATA CENTER

DEPARTMENT OF THE ATTORNEY GENERAL

STATE OF HAWAII

MARCH 1998

## NOTICE TO OFFERORS

Sealed proposals to provide, install and maintain the State Of Hawaii Statewide Mugshot System for the Hawaii Criminal Justice Data Center, Department of the Attorney General, State of Hawaii, will be received at:

HAWAII CRIMINAL JUSTICE DATA CENTER  
465 SOUTH KING STREET, ROOM 101  
HONOLULU, HAWAII 96813

Specifications and proposal forms associated with this request may be obtained at the aforementioned address beginning March 20, 1998.

A mandatory Offerors' Conference will be held at 2:00 p.m. H.S.T., March 31, 1998, at the Hawaii Criminal Justice Data Center. Offerors are required to notify Mr. John Maruyama prior to attending the conference.

Sealed proposals will be received until 4:30 p.m. H.S.T., April 24, 1998. Proposals received after the date and time specified above, or at a location other than specified above, will not be accepted.

The Department of the Attorney General reserves the right to reject any and all proposals or to waive any defect when, in its opinion, such a rejection or waiver will be in the best interests of the State of Hawaii. The State of Hawaii assumes no financial responsibility in the preparation of any responses to this request for proposals.

All proposals and any questions concerning this request should be addressed to Mr. Maruyama, at the above address or at (808) 587-3100.

Ms. Liane M. Moriyama for  
Margery S. Bronster  
Attorney General  
Department of the Attorney General

(Hon Star Bulletin: March 20, 1998)

**TABLE OF CONTENTS**

<b>I. INTRODUCTION .....</b>	<b>3</b>
1.0 BACKGROUND.....	3
2.0 PURPOSE.....	11
3.0 RFP TIMETABLE.....	12
4.0 AUTHORITY .....	13
5.0 COOPERATIVE PURCHASING.....	13
6.0 ISSUING OFFICE AND PROJECT MANAGER .....	13
7.0 PROSPECTIVE OFFEROR'S REGISTRATION .....	14
8.0 DOCUMENTATION LIBRARY .....	14
9.0 PROSPECTIVE OFFERORS' CONFERENCE.....	15
10.0 WRITTEN INQUIRIES .....	16
11.0 RESPONSE TO WRITTEN INQUIRIES .....	16
12.0 PROPRIETARY REFERENCES .....	16
13.0 STATE RESPONSIBILITIES.....	16
<b>II. SCOPE OF WORK.....</b>	<b>17</b>
1.0 SMS APPLICATION AND SYSTEM CHARACTERISTIC REQUIREMENTS .....	17
2.0 SMS IMPLEMENTATION AND NETWORK CONNECTIVITY REQUIREMENTS .....	27
3.0 TRANSPORT OF MUGSHOT IMAGES AND DATA .....	34
4.0 MAINTENANCE AND TRAINING REQUIREMENTS .....	34
<b>III. PROPOSAL .....</b>	<b>36</b>
1.0 INTRODUCTION .....	36
<b>IV. SPECIAL PROVISIONS .....</b>	<b>42</b>
1.0 PROPOSAL PREPARATION.....	42
2.0 SUBMISSION OF PROPOSALS .....	44
3.0 COSTS FOR PROPOSAL PREPARATION .....	45
4.0 PROPOSAL EVALUATION OVERVIEW.....	45
5.0 DISQUALIFICATION OF PROPOSALS .....	45
6.0 DEMONSTRATIONS .....	46
7.0 EVALUATION AND SELECTION .....	46
8.0 BEST AND FINAL OFFERS .....	48
9.0 SUBCONTRACTING .....	48
10.0 CONTRACT NEGOTIATIONS.....	48
11.0 CONTRACT EXECUTION.....	49
12.0 NON-APPROPRIATION OF FUNDS .....	49
13.0 PAYMENT SCHEDULE .....	50
14.0 LIQUIDATED DAMAGES .....	50
15.0 FAILURE TO DELIVER .....	50
16.0 DISPUTES.....	51
17.0 TITLE .....	51
18.0 DELIVERY.....	51
19.0 INSTALLATION .....	51
20.0 MAINTENANCE .....	52
21.0 QUALITY .....	53
22.0 WARRANTY .....	54
23.0 ACCEPTANCE TESTING .....	54

24.0	CONTRACT PERIOD .....	55
25.0	INSURANCE.....	55
26.0	SECURITY CHECK .....	59

APPENDIX A	PROPOSAL SUBMISSION PACKET
APPENDIX B	DOCUMENTATION LIBRARY LIST
APPENDIX C	QUALITY PARTNERSHIP AGREEMENT
APPENDIX D	GENERAL TERMS AND CONDITIONS
APPENDIX E	PROPOSED CONTRACT
APPENDIX F	FORM A-6
APPENDIX G	ANSI/NIST MUGSHOT DATA STANDARD
APPENDIX H	AAMVA BEST PRACTICE IMAGING STANDARDS

## I. INTRODUCTION

### 1.0 Background

#### 1.1 Hawaii Criminal Justice Data Center

The Hawaii Criminal Justice Data Center (HCJDC) manages the centralized automated system designed to maintain a comprehensive adult criminal history for the State of Hawaii. This system of adult offender criminal records is called the Offender-Based Transaction Statistics/Computerized Criminal History (OBTS/CCH) system.

In 1989, the Legislative Auditor completed an evaluation of the system which resulted in a number of recommendations in a Tactical Plan (short term) and a Strategic Plan (long term) for the agency. As a result of this, the HCJDC has undertaken projects over the last six years designed to improve the effectiveness of the system.

The tremendous increase in demand for criminal history record information to comply with public record regulations and the pressing need for timely, accurate, and complete information by criminal justice agencies in particular, have made it imperative that we proceed with these recommendations as expeditiously as possible.

Among the recommendations was the redesign of OBTS/CCH. The current system exists on the State IBM mainframe and operates under a CICS/COBOL environment using the ADABAS database management system. It was designed in the 1970's with technology available at that time. Since then, the system has been modified significantly to continue to meet the evolving needs of our users and the criminal justice community. As a result, the programs have become increasingly more difficult to manage and modify.

In recent years, new initiatives have imposed additional requirements on state repositories of criminal history record information. Federal legislation relating to firearms applicants, child care providers, sex offenders, domestic violence and temporary restraining orders has only intensified the urgency of states to more aggressively pursue the improvement of their systems so this information can be readily available to criminal justice agencies and the general public as well.

The multi-year project to redesign the OBTS/CCH system is in progress, and an inquiry-only Transitional System is under active development with plans for deployment at pilot sites in early summer. Act 316, Session Laws of Hawaii 1997, enhanced the requirements for the registration of convicted sex offenders in the State of Hawaii. As a result of this Act, a statewide central repository for sex offender

information has been established, and registration information that is public record is currently available at the HCJDC, the main county police stations and at the Kona police station. This Act also provides for funding to acquire a statewide mugshot system because of the significance an offender's mugshot has in verifying the identity of an offender to the public, in particular.

Offender mugshots were also identified as an important component of the project to redesign OBTS/CCH. Offenders' images will be linked to their criminal history in OBTS/CCH by a unique State Identification (SID) number. Users will be able to retrieve offenders' mugshots when viewing their criminal history.

This Request for Proposal (RFP) is for the purpose of procuring a Statewide Mugshot System (SMS) and establishing a requirements contract through which participating agencies may purchase products and services to meet their individual needs.

## **1.2 Statewide Mugshot System Concept**

Implementing a SMS is necessary for a number of compelling reasons. Currently, the Honolulu Police Department (HPD) is the only law enforcement agency that has existing operational mugshot capability. This system, recently acquired, is an important source that can be tapped. The other remaining counties have no mugshot capability to help support their efforts to identify, locate and apprehend offenders.

Mugshot capability at the other county police departments together with HPD's Technology for Productivity (TFP) mugshot system will allow mugshot images to be transmitted to a state central mugshot repository. The continuous update or upload of these images to the state repository will eventually form a foundation for a substantial mugshot database carrying photographs of an offender arrested anywhere in the state.

Acquiring a SMS system as part of the OBTS/CCH system will significantly improve the overall effectiveness of the system and provide a way to verify identity, especially on name-only background checks. As stated before, the positive impact of such technology for the sex offender registry alone is substantial. In addition, law enforcement agencies would be able to access photos on any offender arrested in the state, compile comprehensive line-ups and wanted posters and provide the police with an additional investigative tool.

As more states incorporate mugshot images into their central repositories for criminal history information, the demand for this type of information increases, along with requirements to transmit information of this type to other states and to the Federal Bureau of Investigation (FBI).

The HCJDC seeks to implement a SMS that meets or exceeds the requirements stated in this RFP with additional network connectivity, if required, to provide statewide support.

Preferably, the new environment would include a relational database management system (RDBMS) and a Windows NT-based server hardware platform with client PCs using Windows 95 at the Hawaii, Maui and Kauai Neighbor Island county police departments.

The SMS will be used to capture and store mugshots and facilitate the collection of booking information for each of the counties. The SMS shall also include a statewide mugshot repository that will contain mugshots from each county's mugshot system. The statewide mugshot repository shall be administered by the HCJDC.

The State intends to implement statewide mugshot images on the Redesigned OBTS/CCH system that would provide current and historical data and images of offenders and registered sex offenders in the State of Hawaii. The Redesigned OBTS/CCH system will utilize an IBM DB2 database installed on an RS/6000-AIX, model F50 server. The Offeror must propose a method of exporting the mugshot images and pertinent data from the statewide mugshot repository into the Redesigned OBTS/CCH system.

Also, the offered vendor package must have a way to include the mugshots from the Honolulu Police Department's mugshot system in the SMS.

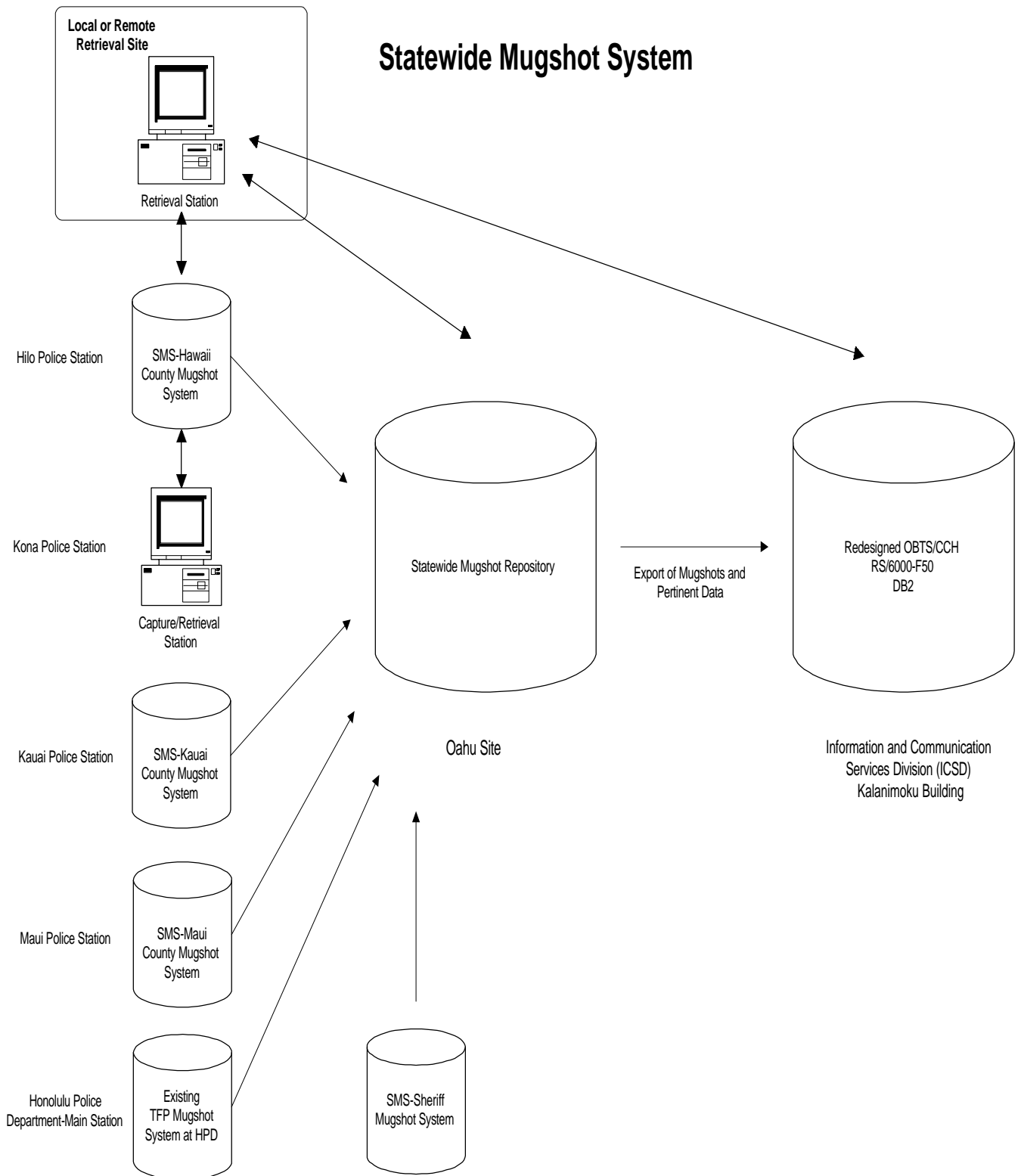
The network will connect all county police department sites (this includes the Honolulu Police Department) to the central statewide mugshot repository, and the Redesigned OBTS/CCH system on the HCJDC's IBM RS/6000 located at the State's central computing center operated by the Information and Communication Services Division (ICSD).

The Offeror must provide maintenance for the statewide mugshot repository, mugshot servers, mugshot workstations, camera equipment and all other related hardware and software installed as part of this procurement.

Mugshot and scars/marks/tattoos images must comply with the ANSI/NIST-CSL 1-1993 addendum to the NIST-CSL 1-960401 standard.

The following diagram illustrates a possible logical SMS design:





### 1.3 Existing Statewide Network

The State of Hawaii has various network transport services. The following describes the wide area transport services from public and private providers that are currently in use:

- State *HAWAIIAN* Microwave
- State SONET Network
- State Fiber
- City & County of Honolulu Fiber
- City & County of Honolulu Frame Relay Network
- Maui County Frame Relay Network
- Kauai County Frame Relay Network (Fiber Future)

The State's *HAWAIIAN* microwave is a T-3 digital, private microwave system that provides inter-island wide area connectivity. *HAWAIIAN* is a star network with Oahu as the hub connecting the neighbor islands. *HAWAIIAN* primarily supports fractional T-1 and T-1 services from the neighbor islands to the ICSD, Kalanimoku site. T-1 services over *HAWAIIAN* may be limited in some areas.

The State has an OC-3 SONET backbone using dedicated fiber strands installed by the State and local cable companies through the Department of Commerce and Consumer Affairs (DCCA) Cable Franchise Agreement. There are 30 sites on Oahu. SONET nodes are being installed on the neighbor island State Office Buildings and University or Community Colleges. However, there are no interisland SONET connections.

The State has dedicated fiber strands to most major State Buildings in the Honolulu Civic Center.

The City & County of Honolulu has dedicated fiber strands primarily in the downtown Civic Center among the major City buildings. Additional fiber runs between the Judiciary and the City & County of Honolulu, Department of Data Systems (DDS).

The City & County of Honolulu has frame relay circuits for the Neighbor Islands, some federal agencies, satellite city offices, and police departments. They serve as primary or backup links to the DDS's mainframe. The frame relay circuits have rates of 56Kbps.

Hawaii County has a dedicated analog leased line network for Wang VS and IBM mainframe applications.

The Kauai County network is currently migrating from an analog leased line network to a frame relay network. The Kauai County plans to migrate some of these sites to use existing singlemode fiber transport. There are about eight (8) local access digital circuits (LADC) that provide 56Kbps access from the county agencies located in separate buildings to the main County building. The main County building supports dedicated circuit access for the county agencies and provides access to the City & County of Honolulu through the frame relay services.

Maui County has access to the City & County of Honolulu via frame relay. For State agencies, Maui County has an analog leased line network.

#### **1.4 Future Statewide Network**

The HCJDC is presently implementing a TCP/IP network to support the Redesigned OBTS/CCH system. This network will support the State and County users' access to the Redesigned OBTS/CCH system. It is the intent of the HCJDC to use this network to support the SMS where appropriate in order to minimize HCJDC's overall operational costs.

The Offerors shall propose network connectivity to those SMS-required sites that are not included as part of the Redesigned OBTS/CCH network. Offerors must also take into consideration this new OBTS/CCH network when designing its SMS network connectivity. If Offerors intend to make use of the new OBTS/CCH network as part of its SMS network, Offerors must make recommendations to upgrade the new OBTS/CCH network to preclude degradation in performance for other users of the new OBTS/CCH network.

In most cases, private, State and County network links provide the primary transport link, and leased public carrier transport (e.g., GTE frame relay) serve as the secondary transport link. Redundant, point-to-point transports are provisioned to all critical network nodes. A few of the lower transaction volume remote sites will be provisioned with leased public carrier transport links only.

All of the transport links and network nodes are designed to scale upwards with little or no financial impact to support anticipated future expansion. Several critical links, such as the links between the State's ICSD, Department of Data Systems (DDS) of the City and County of Honolulu and HPD will be initially set up with significantly greater transport capacity than is currently available.

Firewalls will be installed at key agency interconnection points to monitor and control access to restricted systems and data. These firewalls will also serve to insulate the IP addressing schemes of the larger agencies from the remainder of the OBTS/CCH user

community, and to filter out illegal or unregistered IP addresses to prevent address conflicts.

The network protocol supported over the Redesigned OBTS/CCH network will be TCP/IP. Private IP addresses will be used for most of the new networks that will be deployed.

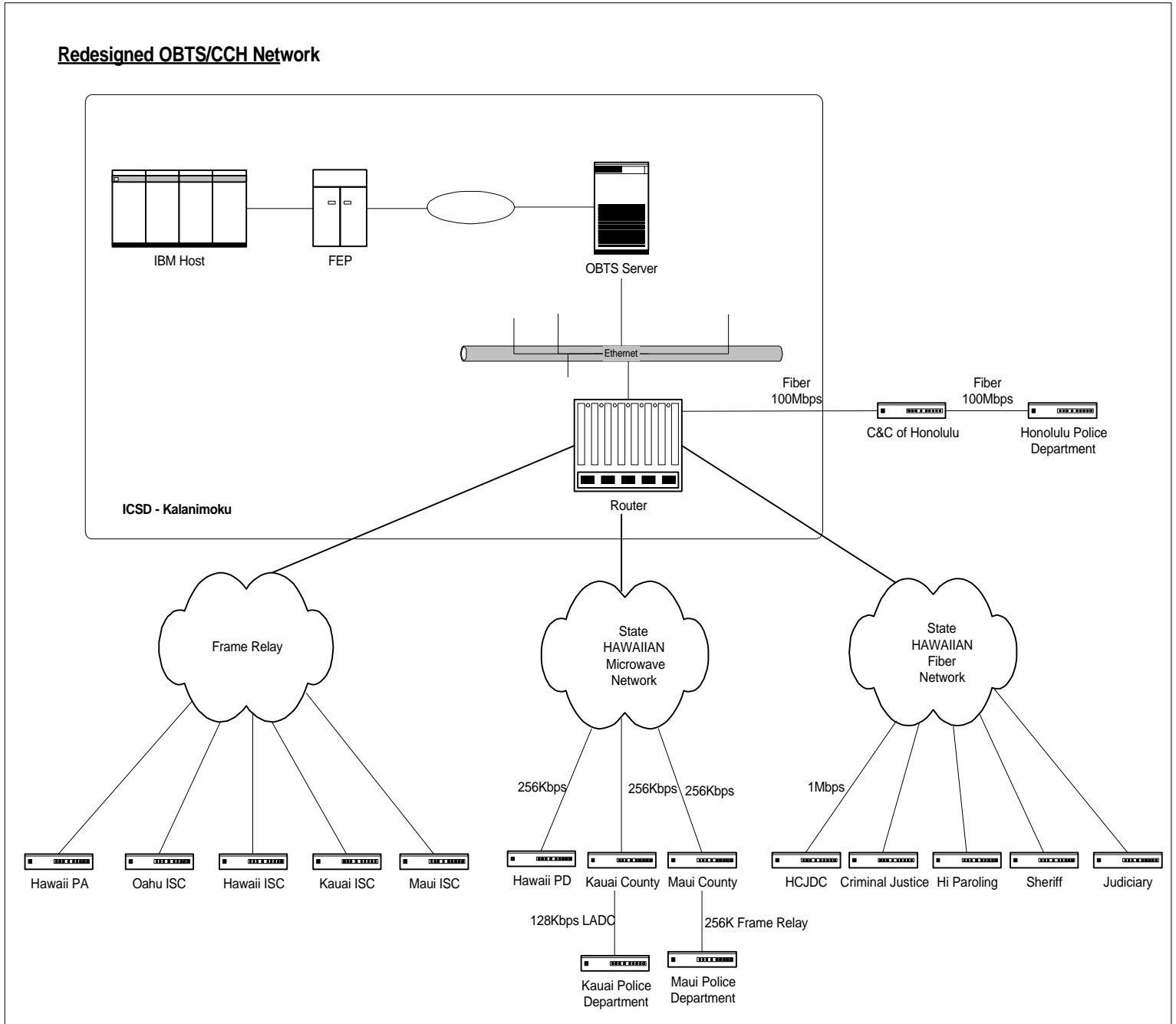
The initial implementation of the Redesigned OBTS/CCH network is anticipated to be complete by mid-1998. The network will be implemented by county, starting with Honolulu county, followed by Hawaii, Kauai and Maui counties.

Below is a list of those SMS agencies that will be supported in the network rollout and the network transport that will be used to provide access to the Redesigned OBTS/CCH network.

<b>Agency</b>	<b>Supports</b>	<b>Transport</b>
ICSD	Redesigned OBTS/CCH Server Site	SONET/HAWAIIAN/FR/Fiber
C&C of Honolulu (DDS)	HPD access to Redesigned OBTS/CCH	Fiber-100Mbps
HPD	HPD access to Redesigned OBTS/CCH	Fiber-100Mbps FR Backup-128Kbps
HCJDC	HCJDC access to Redesigned OBTS/CCH	SONET/DMIX (1.024Mbps)
Sheriff	Sheriff access to Redesigned OBTS/CCH	SONET/DMIX (56Kbps)
Kauai County	Kauai PD access to Redesigned OBTS/CCH	HAWAIIAN-256Kbps FR Backup-56Kbps
Kauai PD	Kauai PD access to Kauai County	Dedicated Leased Line (LADC) 128Kbps
Maui County	Maui PD access to Maui County	HAWAIIAN-256Kbps FR-56Kbps
Hawaii PD	Hawaii PD access to Redesigned OBTS/CCH	HAWAIIAN-256Kbps

See the attached diagram on the following page for the Redesigned OBTS/CCH network.

**Redesigned OBTS/CCH Network**



## 2.0 Purpose

The purpose of this RFP is to select a contractor who will provide a SMS, complete its installation, provide training and maintenance services, and establish a requirements contract through which participating agencies may purchase products and services to meet their individual needs.

The primary objectives the State expects the selected contractor to achieve are the following:

- 2.1 Provide a SMS system that meets or exceeds the requirements stated in this RFP.
- 2.2 Install operational SMS systems at the sites designated by the HCJDC. Currently, the initial sites are:
  - Oahu (Statewide Repository) - HCJDC or ICSD
  - Hawaii County Police Department - Hilo Main Station
  - Hawaii County Police Department – Kona Police Station as a remote site
  - Kauai Police Department - Lihue Main Station
  - Maui Police Department - Wailuku Main Station
  - Sheriff
- 2.3 Install necessary software/hardware including telecommunication hardware/software as required for the transport of mugshot images and data from the County mugshot systems to the statewide mugshot repository.
- 2.4 Provide a means of exporting mugshots from the statewide mugshot repository into the Redesigned OBTS/CCH system.
- 2.5 Provide a means of transporting mugshot images and data to and from the statewide mugshot repository and HPD's mugshot system.
- 2.6 Provide hardware and software maintenance for the SMS and all of its components, including any telecommunications equipment installed.
- 2.7 Conduct operational training for police department staff at the four (4) County police departments and the Sheriff's site. Also, train HCJDC staff in the use and management of the SMS.

**3.0 RFP Timetable**

Advertisement of RFP	March 20, 1998
RFP Available	March 20, 1998
Prospective Offerors' Conference (Mandatory) <ul style="list-style-type: none"><li>◦ Time: 2:00 p.m. H.S.T.</li><li>◦ Place: HCJDC Conference Room 465 S. King, Room 101</li></ul>	March 31, 1998
Deadline for Written Inquiries <ul style="list-style-type: none"><li>◦ Time: 4:30 p.m. H.S.T.</li></ul>	April 3, 1998
Deadline for Letter of Intent (Principal Contractors Only)	April 3, 1998
Response to Offerors' Written Inquires	April 9, 1998
Proposal Due at HCJDC <ul style="list-style-type: none"><li>◦ Time: 4:30 p.m. H.S.T.</li></ul>	April 24, 1998
Proposal Evaluation Period	April 27 - May 8, 1998
Notices of Qualification/ Disqualification mailed	May 8, 1998
Demonstrations	May 12 - May 14, 1998
Contract Signed	June 5, 1998
Final Work Plan Submission	Ten (10) working days after contract signed

#### **4.0 Authority**

This RFP and any contract issued as a result of this RFP, are governed by the provisions of the Hawaii Revised Statutes (HRS), Chapters 103 and 103D and the Hawaii Administrative Rules (HAR) issued by the State Procurement Office. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror. The State reserves the right to cancel the RFP and/or reject any and/or all proposals in whole or in part and to waive any defects when such cancellation, rejection or waiver will be in the best interest of the State. No proposal security is required for this RFP.

#### **5.0 Cooperative Purchasing**

The HCJDC shall conduct this procurement pursuant to the cooperative purchasing provisions contained in Part VIII of Chapter 103D, HRS. Any contract resulting from this solicitation shall be between the vendor and the HCJDC. However, in addition to purchases and services of products by the HCJDC, this procurement shall provide for a requirements contract(s) between the HCJDC and the following agencies through which the agencies may also purchase products and services from this procurement to meet their individual needs:

Hawaii County Police Department  
Maui County Police Department  
Kauai County Police Department  
Honolulu Police Department  
Department of Public Safety

#### **6.0 Issuing Office and Project Manager**

This RFP is issued by the Hawaii Criminal Justice Data Center, Department of the Attorney General, State of Hawaii.

The Project Manager is responsible for system implementation, operations, and monitoring and assessing selected contractor performance. The Project Manager will serve as the primary liaison with Offerors and the selected contractor's primary liaison in working with state staff during all phases of the contract. The Project Manager will also receive all deliverables and provide overall direction during the development activities and deliverable reviews.

The Project Manager is:



John Maruyama, Information Systems Chief  
Hawaii Criminal Justice Data Center  
Department of the Attorney General  
465 South King Street, Room 101  
Honolulu, Hawaii 96813

(808) 587-3100  
FAX: (808) 587-3109  
Email: [jmaruyam@hcjdc.state.hi.us](mailto:jmaruyam@hcjdc.state.hi.us)

## **7.0 Prospective Offeror's Registration**

All prospective Offerors must register with the HCJDC for receipt of an official copy of this RFP and any addendums. The following information shall be provided to the HCJDC when registering:

Name  
Company  
Address  
Phone Number  
Fax Number

This information will be used to send addendums and responses to written inquires on the RFP.

Prospective Offerors who obtain a copy of the RFP from the Internet, must register with the HCJDC. These Offerors may call the project manager through phone, facsimile, or email to register.

## **8.0 Documentation Library**

Offerors may review information, documentation and reference material deemed pertinent to this RFP by appointment. The library will be available at the following address:

Hawaii Criminal Justice Data Center  
465 South King Street, Room 101  
Honolulu, Hawaii 96813

Offerors may view the contents of the library by appointment only during the hours of 8:30 a.m. to 4:00 p.m. H.S.T., Monday through Friday excluding State holidays. Removal of items from the HCJDC premises is strictly prohibited unless approved by the State. Offerors may

contact the HCJDC Project Manager specified in Section I, 6.0, Issuing Office and Project Manager, to make an appointment.

Offerors may request copies of the library documents and will be charged twenty-five cents (\$0.25) per page. Availability of State copying machines cannot be guaranteed at all times. Payments shall be made by check only, payable to the "Hawaii Criminal Justice Data Center."

The HCJDC reserves the right to determine which documents may actually be copied. All copies of documentation made for the RFP must be returned at the end of the proposal preparation period.

All efforts are being made to ensure that the available information contained in the library is complete and accurate; however, the State does not assure that the information in the library is indeed complete and accurate.

See Appendix B, Documentation Library List, for a listing of documents which will be made available for review. This is a preliminary list and other material may be made available at a later date.

## **9.0 Prospective Offerors' Conference**

Attendance by all prospective Offerors at the Prospective Offerors' Conference is mandatory. The Prospective Offerors' Conference will take place at the date, time, and place as specified in the RFP Timetable.

Oral questions will be allowed during the Prospective Offerors' Conference and spontaneous answers to these questions will be provided by the HCJDC. However, prospective Offerors must understand that such oral responses will not be binding on the State.

If a prospective Offeror desires a formal answer to questions concerning this RFP, whether arising from discussions at the Prospective Offerors' Conference or not, the Offeror must submit such questions in writing to the Project Manager no later than the date and time specified for the Deadline for Written Inquiries in the RFP Timetable.

Written inquiries must be received by the issuing office by that date, not simply postmarked. Written inquiries must state the page, paragraph and line or sentence to which the question relates.

All official responses will be stated in writing and will be mailed to all Offerors who have attended the Prospective Offerors' Conference by the deadline specified in the RFP Timetable for the Response to Offerors' Written Inquiries. The response to Offerors' Written Inquiries shall be issued as an addendum to the RFP and become, thereby, part of the RFP.

**10.0 Written Inquiries**

All questions must be submitted in writing (typewritten) to the Project Manager by the date and time specified in the RFP Timetable. Questions may be sent by facsimile machine, provided they are received by the specified deadlines. Such documents must contain pertinent information to identify the prospective Offeror, Offeror's telephone and FAX number, the RFP Number, and be addressed to the State's Project Manager.

**11.0 Response to Written Inquiries**

The State shall respond, in writing, by the date specified in the RFP Timetable. Offeror(s) shall provide their FAX number and mailing address so that responses can be sent to Offeror(s) expeditiously. The State will not be responsible for delays or non-receipt of responses by prospective Offeror(s).

**12.0 Proprietary References**

The use of proprietary references, if any, throughout this RFP is not to be interpreted as an endorsement for the product or services, nor should it be construed to be bias towards other manufacturers. Such references are made purely for informational or comparative purposes and may be used as the base specifications for an item.

**13.0 State Responsibilities**

The State is fully committed to the SMS project and has received support from the highest levels. The State will provide requested information to the selected contractor in an expeditious manner so as to facilitate the progression of the project. Offerors should identify the State personnel resources that may be necessary for the successful implementation of this project. The State will also be providing a Project Manager for the duration of the contract.

## II. SCOPE OF WORK

The HCJDC is seeking to acquire and implement the SMS system using the latest technologies available that are suitable and compatible with its objectives. The selected Contractor and the State will enter into and adhere to the Quality Partnership Agreement (Appendix C), which focuses on open communications, mutual trust, teamwork, and meeting the State's and selected Contractor's expectations. The scope of work for this contract encompasses the following requirements. All sections are mandatory and must be addressed in the proposal. Evaluation will be based on the proposal for all sections.

**The Offeror shall comply with the following requirements. Failure in any area, as determined by the PRC, may have a negative impact on the evaluation of the Offeror's proposal.**

### **1.0 SMS Application and System Characteristic Requirements**

This section will encompass all the necessary application and system characteristic requirements for the SMS system. The Offeror shall respond to each requirement indicating whether the system proposed meets the requirement. Responses to these requirements shall be provided on the Requirements Checklist in the Proposal Submission Packet.

#### **1.1 Mugshot Capture And Storage**

- 1.1.1 Ability to display mugshot image onscreen prior to capture
- 1.1.2 Ability to delete images prior to permanent capture
- 1.1.3 Ability to capture scars, marks and tattoos
- 1.1.4 Ability to operate camera via control panel: Pan
- 1.1.5 Ability to operate camera via control panel: Tilt
- 1.1.6 Ability to operate camera via control panel: Zoom
- 1.1.7 Ability to operate camera via control panel: Focus
- 1.1.8 Ability to operate camera control panel at: Camera
- 1.1.9 Ability to operate camera control panel at: PC/capture workstation
- 1.1.10 Video capture device: NTSC output

- 1.1.11 Video capture device: TWAIN compliant
- 1.1.12 Video capture device must have horizontal and vertical picture element that meets ANSI/NIST standard
- 1.1.13 Ability to enhance digital image prior to permanent storage: Contrast
- 1.1.14 Ability to enhance digital image prior to permanent storage: Size
- 1.1.15 Ability to enhance digital image prior to permanent storage: Brightness
- 1.1.16 Ability to enhance digital image prior to permanent storage: Crop
- 1.1.17 Ability to enhance digital image prior to permanent storage: Orientation
- 1.1.18 Ability to store scanned images to: Magnetic storage
- 1.1.19 Ability to store scanned images to: Optical storage
- 1.1.20 Ability to capture mugshots at remote locations and download to a central server
- 1.1.21 Compliant with ANSI/NIST standard for image aspect ratio (1:1.25)
- 1.1.22 Ability to link mugshots with multiple data fields (e.g., State Identification number, name, etc.)
- 1.1.23 Ability to enter offender information from direct operator entry
- 1.1.24 Ability to add additional data/descriptor fields
- 1.1.25 Provide validation tables for data/descriptor fields; for example eye color options
- 1.1.26 Allow users with appropriate security to update validation tables
- 1.1.27 Display valid codes to assist in entry
- 1.1.28 Ability to maintain images and associated data from multiple bookings of the same individual

- 1.1.29 Ability to consolidate images when it has been determined that one individual was booked as multiple/different individuals
- 1.1.30 Resolution supported for captured mugshots should meet ANSI/NIST minimum standard (480H X 600V pixels)
- 1.1.31 Color representation capability should meet minimum ANSI/NIST standard (24 bit color)
- 1.1.32 Compress captured mugshots according to ANSI/NIST standard (JPEG)
- 1.1.33 Ability to use standard image file formats per ANSI/NIST standard (JFIF)
- 1.1.34 Ability to set compression ratio to 15:1
- 1.1.35 Ability to modify compression ratio
- 1.1.36 Compatible with ANSI/NIST Mugshot Data Standard (ANSI/NIST-CSL 1-1993 and NIST-CSL 1-960401) (Appendix G)
- 1.1.37 Compatible with AAMVA Best Practices Imaging Standard (Appendix H)
- 1.1.38 Ability to interface with the Honolulu Police Department's mugshot system
- 1.1.39 Ability to scan and store mugshot photographs into the system: Black and white prints
- 1.1.40 Ability to scan and store mugshot photographs into the system: Color prints
- 1.1.41 Ability to scan and store mugshot photographs into the system: Black and white negatives
- 1.1.42 Ability to scan and store mugshot photographs into the system: Color negatives
- 1.1.43 Provide fax capabilities: Receive faxed transmission directly into imaging system for image processing
- 1.1.44 Provide fax capabilities: Output mugshot images via fax
- 1.1.45 (Optional) Provide lighting: Eliminate shadows
- 1.1.46 Provide lighting: Control from capture workstation

- 1.1.47 Provide photo background: 18% gray
- 1.1.48 Image-enable County criminal identification systems
- 1.1.49 Ability to import/export mugshot and related identification information as an ANSI/NIST package
- 1.1.50 Ability to import/export mugshot and related identification information in format other than ANSI/NIST. Offeror shall specify format and standard.
- 1.1.51 Ability to import/synchronize mugshot and identification information from all counties' databases including HPD's Mugshot system
- 1.1.52 Counties' database import and synchronization with statewide repository should be automated and efficient
- 1.1.53 Provide a common user interface (GUI) for statewide and county-level access
- 1.1.54 All hardware and software components must be Year 2000 compliant
- 1.1.55 Ability to adjust color for color correction prior to image capture
- 1.1.56 Mugshot image shall be a "fair and accurate depiction" of the person being photographed
- 1.1.57 Ability to support multiple databases and secure multiple databases from unauthorized access
- 1.1.58 Ability to store, access, retrieve image and data to/from correct database when using multiple databases
- 1.1.59 All hardware and software must be NCIC 2000 compliant
- 1.1.60 Capture station shall be fully functional without the use of a mouse
- 1.1.61 Ability to provide store and forward capabilities in the event of network unavailability. System shall automatically forward those files generated during network unavailability when network becomes available.
- 1.1.62 Ability to transmit mugshots and related data via modem to remote sites
- 1.1.63 Ability to store the date and time of each mugshot file at time of capture

- 1.1.64 Ability to allow common characteristics to be selected from a user-maintained list that is organized by body type and size, facial appearance and features. Users shall be able to describe unusual characteristics in free form text. (optional)
- 1.1.65 Ability to classify SMT
- 1.1.66 Ability to use a generic human body drawing to establish the location of SMT or select text of body locations from a user-maintained list
- 1.1.67 Ability to select common types of SMT from a user-maintained list
- 1.1.68 Ability to enter a description of a SMT and to be able to retrieve and print the image that matches the description

## **1.2 Mugshot Search/Display/Output**

- 1.2.1 System database shall be of modern relational architecture to provide efficient performance
- 1.2.2 System shall have easy access and retrieval capabilities
- 1.2.3 Provide searches on pre-established indexed fields
- 1.2.4 Provide searches on all data fields
- 1.2.5 Accommodate Boolean expression searches on data fields: Indexed
- 1.2.6 Accommodate Boolean expression searches on data fields: Non-indexed
- 1.2.7 Ability to perform all search and retrieval functions from remote workstations via 56K communication lines minimum
- 1.2.8 Provide mugshot searches: Based on pre-established search statements
- 1.2.9 Provide mugshot searches: Based on ad-hoc search statements
- 1.2.10 Retrieve all mugshots for an individual
- 1.2.11 Provide the ability to save the results of a mugshot search using either standard or custom search strategies



- 1.2.12 Retrieval of any image when a correct unique identifier is entered in any of the selected fields to be located and displayed within acceptable response times
- 1.2.13 Access to data files may also be made by offender name and/or alias(es). If an incorrect or previously indexed name or alias is entered, display a list of records in the index which most closely represent the initial entry
- 1.2.14 Incorrect records should be correctable by re-keying through the indexing system
- 1.2.15 Include a weighted value system whereby description characteristics are assigned a value to allow some descriptors to have more value than others
- 1.2.16 Provide for suspect identification by allowing the victim/witness to view image and data files retrieved using descriptors that closely fit the suspect's description
- 1.2.17 Provide for photo lineups of suspects by retrieving images and data files using descriptors that closely fit the suspect's description
- 1.2.18 Ability to display 6 or more photos: With identifying data
- 1.2.19 Ability to display 6 or more photos: Without identifying data
- 1.2.20 Ability to enlarge one photo while displaying remaining photos
- 1.2.21 Ability to rearrange lineup photos
- 1.2.22 Ability to support all lineup functions when connected by a laptop computer
- 1.2.23 Print or display the results of mugshot searches
- 1.2.24 Allow users to save searches or mugshot lineups that have been previously compiled
- 1.2.25 Ability to print to conventional output devices: Black and white laser printer
- 1.2.26 Ability to print to conventional output devices: Color inkjet
- 1.2.27 Ability to print to conventional output devices: Color laser
- 1.2.28 Ability to print to conventional output devices: Dye sublimation printer

- 1.2.29 Produce an output report after a mugshot search that: Lists all mugshots found including associated key indexes per document
- 1.2.30 Produce an output report after a mugshot search that: Identifies total number of mugshots found in search
- 1.2.31 Ability to browse through mugshots that represent possible "hits" from a mugshot search
- 1.2.32 Provide zoom display
- 1.2.33 Provide image rotation
- 1.2.34 Provide image magnification
- 1.2.35 Ability to enhance images by: Converting to gray scale
- 1.2.36 Ability to enhance images by: Enhancing pixel by pixel
- 1.2.37 Ability to enhance images by: Adjusting color, color saturation, color hue
- 1.2.38 Ability to query, retrieve and display mugshots directly from: Magnetic storage
- 1.2.39 Ability to query, retrieve and display mugshots directly from: Optical storage
- 1.2.40 Provide simultaneous viewing of image and associated records
- 1.2.41 Provide simultaneous viewing from multiple workstations
- 1.2.42 Provide mugshot line-up capability from all police department sites
- 1.2.43 Ability to include mugshots from HPD's mugshot system in line-ups at all police department sites, statewide
- 1.2.44 Ability to download mugshot data and images for update to OBTS/CCH
- 1.2.45 Ability to function as a booking system at the police department sites
- 1.2.46 Ability to produce a flyer or poster with mugshot image(s)
- 1.2.47 Ability to do range searches on data fields

- 1.2.48 Ability to select a portion of a mugshot image to be enlarged for viewing (optional)
- 1.2.49 Ability to perform ad hoc inquiries about the individuals who have been entered into the system and about the statistical and historical use of the database
- 1.2.50 Ability to perform multiple, searchable, linked image and databases. These databases may be used for specific purposes (e.g., sex offender, gangs, employees)
- 1.2.51 Ability to support soundex coding or similar phonetic type algorithm name searches

### **1.3 Security**

- 1.3.1 All printouts of mugshots or any other image produced by the system will include the user ID on the photograph as well as a system audit trail.
- 1.3.2 Ability to access based on user's profile or role
- 1.3.3 Provide security for distinct separation between databases
- 1.3.4 Ability to partition any of the databases to protect against unauthorized access, at the State's option
- 1.3.5 Ability to provide an audit trail that is easily accessed by any authorized user
- 1.3.6 Ability to support inactivity time-outs that are defined by the system administrator
- 1.3.7 Ability to require that passwords are changed on a system administrator defined time interval
- 1.3.8 Ability to support security that meets the US Government Department of Defense Standard Class C2 as defined in the Department of Defense Trusted Computer System Evaluation Criteria, December 1995

### **1.4 Other Functional Requirements**

- 1.4.1 Choice for user operation: Menus

- 1.4.2 Choice for user operation: Toolbars
- 1.4.3 Choice for user operation: Command line
- 1.4.4 Choice for user operation: Other
- 1.4.5 On-line, context-sensitive help screens accessible at any time during program operation
- 1.4.6 Display error message when improper key is hit or incorrect data is entered
- 1.4.7 Provide system diagnostics: Hardware errors
- 1.4.8 Provide system diagnostics: Software errors
- 1.4.9 Provide system management reports: Textual
- 1.4.10 Provide system management reports: Graph format
- 1.4.11 Ability to identify records as: Active
- 1.4.12 Ability to identify records as: Inactive
- 1.4.13 Ability to identify records as: Other (user-defined)
- 1.4.14 Ability to purge records/images from the system upon: Date
- 1.4.15 Ability to purge records/images from the system upon: Event
- 1.4.16 Produce color photo wristbands (optional)
- 1.4.17 Ability to allow entry of juveniles under the age of 18 who are waived to adult court
- 1.4.18 Ability to upload/download data from existing county booking systems.  
Offeror shall propose automated solution to support this requirement.
- 1.4.19 Provide detailed user and operational manuals for each site
- 1.4.20 Ability to flag mugshot to prevent release of the image
- 1.4.21 Ability to flag mugshot to prevent retrieval of image

- 1.4.22 Transfer of front mugshot with and without glasses to the Statewide Mugshot Repository
- 1.4.23 Ability to identify mugshot originator site and person to the Statewide Mugshot Repository
- 1.4.24 Ability to transfer SMT to the Statewide Mugshot Repository
- 1.4.25 Offeror shall provide methods for off-line storage and retrieval of images and data from off-line storage
- 1.4.26 Ability to integrate with future livescan system
- 1.4.27 Ability to integrate with future document imaging system
- 1.4.28 Ability to integrate with future corrections information system
- 1.4.29 Database shall be Open Data Base Compliant (ODBC)
- 1.4.30 System shall operate with the TCP/IP protocol
- 1.4.31 System shall NOT contain proprietary hardware, software, or operating system
- 1.4.32 Provide detailed field specific help functions
- 1.4.33 Ability to provide manual operation capability in the event part or all of the system fails
- 1.4.34 Ability to support on-line data backup and archival devices
- 1.4.35 Ability to support acceptable transaction response times. Response time is defined as the time between the transmission of a transaction command and the receipt of a response from the transaction command.
- 1.4.36 Offeror shall provide average response times for system transactions
- 1.4.37 Ability to perform facial recognition searching, matching and retrieval against the mugshot database using video, photos and composite drawings of suspects (optional)

- 1.4.38 Ability to interface with facial recognition technology, as a future enhancement (optional)

## **2.0 SMS Implementation and Network Connectivity Requirements**

The selected Offeror will be required to implement the hardware and software components for a completely operational SMS system at the required sites. The selected Offeror will also implement network hardware, software and coordinate installation of network transport to support network connectivity to the required sites, as required.

The Offeror shall propose layout and recommendation for lighting, capture device, and other equipment for each site based on the environment and facilities that can be provided at each site.

### **2.1 SMS Sites**

#### **2.1.1 Oahu Site**

The Oahu site will be determined by the HCJDC project manager. It will house the SMS statewide mugshot repository. Mugshots and related data will be exported from the remote SMS county police department and Sheriff site into this statewide mugshot repository. Possible sites for the statewide mugshot repository are:

Hawaii Criminal Justice Data Center  
465 South King Street  
Honolulu, HI 96813

Information and Communications Services Division  
1151 Punchbowl Street  
Honolulu, HI 96813

The Oahu site should have:

- 1) SMS Server(s) required for fully operational digital mugshot system
- 2) Optical or Magnetic storage to support the statewide mugshot repository requirement. In 1997, 61,989 arrests were made statewide of which 44,067 were made in Honolulu County alone. Approximately 15,000 mugshots from HPD's Mugshot system will be converted into the system upon implementation. In addition, approximately 600 sex offender mugshots will be converted into the system upon implementation. Storage shall be sized to support a minimum of 5 years retention of images and data.

- 3) Cameras
- 4) Capture station: 1
- 5) Scanner
- 6) Required system and application software
- 7) Required/recommended ancillary equipment
- 8) Retrieval stations: 1
- 9) Printers 1

#### 2.1.2 Hawaii

The Hawaii County Police Department should have one SMS system to support mugshot images and data for the entire county of Hawaii. There will be two (2) mugshot sites in Hawaii: Hilo Main Station and Kona Police Station.

The Hilo Main Station will house the SMS server. The Kona police station will have capture and retrieval capabilities into the SMS server located at the Hilo Police Department.

Hawaii County Police Department  
Hilo Main Station  
349 Kapiolani Street  
Hilo, Hawaii 96720

- 1) SMS Server(s) required for fully operational digital mugshot system
- 2) Optical or Magnetic storage to support Hawaii County mugshots. In 1997, 8,249 arrests were made in Hawaii County. Hawaii County may elect to convert existing mugshots into the system upon implementation. Storage shall be sized to support a minimum of 5 years retention of images and data.
- 3) Cameras
- 4) Capture stations
  - Minimum: 1
  - Additional: 8
- 5) Scanner (as part of Additional Equipment)
- 6) Required system and application software
- 7) Required/recommended ancillary equipment
- 8) Required/recommended lighting equipment and controls
- 9) Required/recommended background equipment
- 10) Retrieval stations:
  - Minimum: 1
  - Additional: 3

- 11) Printer:
- |             |    |
|-------------|----|
| Minimum:    | 1  |
| Additional: | 10 |

Kona Police Department  
74-5221 Queen-K Hwy.  
Kailua-Kona, HI 96751

- 1) Cameras
- 2) Capture stations: 1
- 3) Required system and application software
- 4) Required/recommended ancillary equipment
- 5) Required/recommended lighting equipment and controls
- 6) Required/recommended background equipment
- 7) Printer: 1

#### 2.1.3 Kauai Police Department

The Kauai Police Department shall have one SMS system to support mugshot images and data for the entire county of Kauai.

Kauai County Police Department  
3060 Umi Street  
Lihue, Kauai, HI 96766

The Kauai Police Department shall have:

- 1) SMS Server(s) required for fully operational digital mugshot system
- 2) Optical or Magnetic storage to support Kauai County mugshots. In 1997, 2,647 arrests were made in Kauai County. Kauai County may elect to convert existing mugshots into the system upon implementation. Storage shall be sized to support a minimum of 5 years retention of images and data.
- 3) Cameras
- 4) Capture stations

Minimum:	1
Additional:	3
- 5) Scanner (as part of Additional Equipment)
- 6) Required system and application software
- 7) Required/recommended ancillary equipment
- 8) Required/recommended lighting equipment and controls
- 9) Required/recommended background equipment
- 10) Retrieval stations



- Minimum: 1
- Additional: 4
- 11) Printers:
  - Minimum: 1
  - Additional: 6

#### 2.1.4 Maui Police Department

The Maui Police Department shall have one SMS system to support mugshot images and data for the entire county of Maui.

Maui County Police Department

55 Mahalani Street

Wailuku, Maui, HI 96793

The Maui Police Department shall have:

- 1) SMS Server(s) required for fully operational digital mugshot system
- 2) Optical or Magnetic storage to support Maui County mugshots. In 1997, 7,026 arrests were made in Maui County. Maui County may elect to convert existing mugshots into the system upon implementation. Storage shall be sized to support a minimum of 5 years retention of images and data.
- 3) Cameras
- 4) Capture station
  - Minimum: 1
  - Additional: 4
- 5) Scanner (as part of Additional Equipment)
- 6) Required system and application software
- 7) Required/recommended ancillary equipment
- 8) Required/recommended lighting equipment and controls
- 9) Required/recommended background equipment
- 10) Retrieval stations:
  - Minimum: 1
  - Additional: 4
- 11) Printers:
  - Minimum: 1
  - Additional: 6

#### 2.1.5 Sheriff

The Sheriff shall have one SMS system to support mugshot images and data for the Sheriff departments statewide.

Sheriff  
1111 Alakea Street  
1<sup>st</sup> Floor  
Honolulu, HI 96813

The Sheriff site shall have:

- 1) SMS Server(s) required for fully operational digital mugshot system
- 2) Optical or Magnetic storage to support sex offender registration mugshots originating from the Sheriff site. In 1997, 4,918 arrests were made by the Sheriff's office. Storage shall be sized to support a minimum of 5 years retention of images and data.
- 3) Cameras
- 4) Capture station: 1
- 5) Required system and application software
- 6) Required/recommended ancillary equipment
- 7) Required/recommended lighting equipment and controls
- 8) Required/recommended background equipment
- 9) Printers: 1

#### 2.1.6 Additional Sites (future)

Provide for an approach which includes recommended configuration and pricing for additional sites which may be added within each of the counties at some later date. Possible additional sites include the Department of Public Safety sites. Specific quantities and configurations would be negotiated at the time of purchase; however, prices shall not exceed the standard prices proposed (Offeror may propose pricing by county to account for geographic differences).

## 2.2 Network Connectivity Requirements

The selected Offeror will be required to implement telecommunications hardware and software components and coordinate installation of network transport to support network connectivity requirements for the SMS system at the required sites.

### 2.2.1 Oahu Site (HCJDC or ICSD)

The Oahu site will support inquiry access from each of the four (4) county police departments. The network must support transfer of mugshot images and data from each of the four (4) police department mugshot systems and the Sheriff site to the statewide mugshot repository.

The network must also support transfer of mugshots and pertinent data from the statewide mugshot repository into the Redesigned OBTS/CCH system.

The Offeror shall evaluate the existing network to determine whether it can support the required network access and transfer of mugshot images and data as described above as well as to continue supporting the existing and planned network traffic. Offeror shall propose network upgrades as determined necessary to maintain adequate network performance.

#### 2.2.2 Hawaii

The Hilo site will support inquiry access from the Hilo main station and the Kona police station.

The network must support transfer of mugshots and pertinent data from the statewide mugshot repository into the Redesigned OBTS/CCH system.

The Redesigned OBTS/CCH network will support a dedicated 256Kbps link from the Hilo main station to the ICSD, Kalanimoku Building site over the State's HAWAIIAN digital microwave.

The Kona Police Station is not included in the Redesigned OBTS/CCH network implementation. Offeror shall propose network connectivity between the Kona Police Station and the Hilo Main Station.

The Offeror shall also evaluate the existing network to determine whether it will support the required network access and transfer of mugshot images and data as described above as well as to continue supporting the existing and planned network traffic. Offeror shall propose network upgrades as determined necessary to maintain adequate network performance.

#### 2.2.3 Kauai

The Kauai site will support inquiry access from the local Kauai Police Department main station.

The network must support transfer of mugshots and pertinent data from the statewide mugshot repository into the Redesigned OBTS/CCH system.

The Redesigned OBTS/CCH network will support a dedicated 256Kbps link from the Kauai County building to the ICSD, Kalanimoku Building site over the State's HAWAIIAN digital microwave. There will be a 128Kbps

dedicated digital link (LADC circuit) between the Kauai Police Department and the Kauai County building.

The Offeror shall also evaluate the existing network to determine whether it will support the required network access and transfer of mugshot images and data as described above as well as to continue supporting the existing and planned network traffic. Offeror shall propose network upgrades as determined necessary to maintain adequate network performance.

#### 2.2.4 Maui

The Maui site will support inquiry access from the local Maui Police Department main station.

The network must support transfer of mugshots and pertinent data from the statewide mugshot repository into the Redesign OBTS/CCH system.

The Redesign OBTS/CCH network will support a dedicated 256Kbps link from the Maui County building to the ICSD, Kalanimoku Building site over the State's HAWAIIAN digital microwave. There will be a 256Kbps frame relay circuit from the Maui Police Department to the Maui County building.

The Offeror shall also evaluate the existing network to determine whether it will support the required network access and transfer of mugshot images and data as described above as well as to continue supporting the existing and planned network traffic. Offeror shall propose network upgrades as determined necessary to maintain adequate network performance.

#### 2.2.5 Sheriff

The Sheriff site will support capture of sex offender mugshots from the Oahu Sheriff site.

The network must support transfer of mugshots and pertinent data from the statewide mugshot repository into the Redesign OBTS/CCH system.

The Redesign OBTS/CCH network will support a dedicated 56Kbps link from the Sheriff site to the ICSD, Kalanimoku Building site over the State's SONET/DMIX network.

The Offeror shall evaluate the network to determine whether it will support the required network access and transfer of mugshot images and data as described above as well as to continue supporting the existing and planned network

traffic. Offeror shall propose network upgrades as determined necessary to maintain adequate network performance.

### **3.0 Transport of Mugshot Images and Data**

#### **3.1 Statewide Mugshot Repository**

The selected Offeror will be required to implement hardware and software components necessary to transport the mugshot images and data from the remote County mugshot systems and the Sheriff site into the statewide mugshot repository. The transport of mugshot images and data shall be made into the statewide mugshot repository at the time of mugshot capture, or as close as possible to the time of capture.

#### **3.2 HPD Mugshot System**

The statewide mugshot repository system must interface with the Honolulu Police Department's existing TFP Mugshot system. The Offeror shall propose hardware and software necessary to transfer mugshot images and data from the Honolulu Police Department's existing Mugshot system into the statewide mugshot repository. Transfer of mugshot images and data from HPD Mugshot system into the statewide mugshot repository shall be made at the time of mugshot capture, or as close as possible to the time of capture, and shall have minimal impact on HPD's operations. The transfer of mugshot images shall be done without material changes to the HPD Mugshot system.

#### **3.3 Redesigned OBTS/CCH**

The Offeror shall propose a method of exporting the mugshot images and appropriate data from the statewide mugshot repository into the Redesigned OBTS/CCH system. Offeror shall describe the proposed method in detail. Transfer of mugshot images and data shall be made at the time of mugshot capture, or as close as possible to the time of capture. Proposed method of transfer shall support standard imaging formats.

### **4.0 Maintenance and Training Requirements**

The selected Offeror will be required to maintain the system provided under the contract resulting from this RFP.

To complete this section, the Offeror must accomplish the following objectives:

- 4.1 Offeror shall be required to provide maintenance for the following:
  - 4.1.1 SMS Equipment Maintenance
  - 4.1.2 SMS Software Maintenance (To include software upgrades)
- 4.2 Training
  - 4.2.1 The selected Offeror must provide on-site, hands-on user training on the system and for all installed sites. Training shall be sufficient in depth and scope to ensure the users and operators can effectively utilize the SMS.
  - 4.2.2 Training manuals shall be provided at the time of training at no additional cost.
- 4.3 On-Site Maintenance Support
  - 4.3.1 The contractor's support staff, shall be able to respond on an on-call basis, seven (7) days a week, 24 hours a day (7 x 24). Support must respond with a call back within one (1) hour of the initial trouble call.
  - 4.3.2 The contractor's support staff shall provide on-site response time not to exceed four (4) hours from the time the problem is reported.
- 4.4 The Offeror for Hardware and Software shall provide services to the State in resolving problems with the use of the products, including but not limited to the verification, diagnosis, and correction of material errors and defects in the products. Offeror shall provide a toll-free or local phone number for technical support.
- 4.5 In the event that Hardware and Software must be serviced, the Offeror will have one (1) working day to deliver the replacement. In the event the delivery of the replacement product will exceed one (1) working day, a loaner will be provided until the new replacement product is delivered.
- 4.6 Offeror must provide cost of yearly maintenance of the proposed SMS over a three (3) year period with an option for two (2) one (1) year extensions for all products and services.
- 4.7 Offeror should outline a plan in the event that a natural/unnatural disaster were to strike Hawaii. This plan should encompass contingency plans for wholesale replacement of field units.

### **III. PROPOSAL**

#### **1.0 Introduction**

Preferably, the SMS system will be implemented in a client/server environment utilizing a RDBMS, Windows NT-based server hardware platform, and client PCs using Windows 95. Offerors must provide pricing for each section identified.

The Offeror's Proposal shall contain and address the following sections:

- 1.1 Executive Summary
- 1.2 Company Background and Experience
- 1.3 Project Organization and Staffing
- 1.4 Approach to Project
- 1.5 Approach to Work
- 1.6 Pricing
- 1.7 GSA or Equivalent Pricing, Multi-Site Pricing, Annual Maintenance

#### **1.1 Executive Summary**

The Executive Summary should condense and highlight the contents of the Proposal in such a way as to provide a broad but clear understanding of the entire proposal.

#### **1.2 Company Background and Experience**

The Company Background and Experience section shall include for the Offeror and each subcontractor (if any): details on the background of each company, its size and resources, financial stability, explicit details of company experience relevant to Offeror's proposal.

A separate section must be completed in the proposal for the Offeror and each proposed subcontractor, if any.

- 1.2.1 Background information on the company and its size and resources shall cover the following:

- 1.2.1.1 Name of Offeror or subcontractor
- 1.2.1.2 Date established
- 1.2.1.3 Ownership (public company, partnership, subsidiary, etc.)
- 1.2.1.4 Firm's primary line of business

## 1.2.2 Financial Review

Offerors will not be required to include company financial information with their proposals. However, upon request by the HCJDC, Offerors must provide for a separate review of company financial information with their appropriate financial personnel and the Proposal Review Committee (PRC).

The Offeror shall present sufficient evidence of financial stability, which may include: annual revenue over the last five years, number of employees over the last five years, years in business, evidence of business insurance for professional liability, most current financial report, and financial references (which may include audited financial statements, unaudited financial statements, compiled financial statements, and references from banking relationships). This information must be submitted within two (2) days of request.

## 1.2.3 Company experience, relevant to the proposed contract, shall cover the following:

- 1.2.3.1 Qualified Offerors must already have automated mugshot systems in any of the 50 states. All Offerors must be bondable and abide by all laws and tax laws governing the State of Hawaii.
- 1.2.3.2 The Offeror must reference **all** installations of digitized mugshot systems in the last five years. The Offeror should also reference all installations where it or major subcontractors, if any, have been involved with integration, modification, implementation and/or re-engineering new client/server systems in the last five years in one or more states, counties, cities or other government organizations and/or large private organizations.
- 1.2.3.3 The Offeror must describe any experience with identification applications specifically involving multi-jurisdictional projects.
- 1.2.3.4 Offeror must have at least three (3) years experience with RDBMS.
- 1.2.3.5 Offeror must have experience with system installations, that include networking of remote sites.



1.2.3.6 For each referenced project, the Offeror shall provide, at a minimum, the following information:

- 1) Title of Project
- 2) Name of client organization
- 3) Client reference, title, and current phone number (Offeror must grant the State authorization to contact these client references)
- 4) Name of the Offeror's Project Manager (coordinator)
- 5) Names of the Offeror's staff involved with the project
- 6) Schedule and actual start and end dates of contract, including explanations of variances, if any
- 7) Brief description of work

### **1.3 Project Organization and Staffing**

The project organization and staffing subsection shall include organization charts of proposed personnel and their work locations. Key personnel shall not be assigned, added or deleted from the project without prior approval from the HCJDC. The Offeror's proposal shall include the following:

- 1.3.1 The project organization chart, showing the chain of authority and responsibility of the Offeror's project personnel. Names of project personnel must be included. Offeror shall provide a project manager to oversee the project.
- 1.3.2 A description of personnel, indicating their major areas of responsibility and location during each phase of the contract with proposed estimates of the staff-hours to be provided by each individual.
- 1.3.2 Resume of each individual assigned to the project which details all projects in the last three years with which this individual has been involved. Experiences on those specific projects which are related to the type of work this project requires shall be noted.
- 1.3.4 References should be submitted for each project that a person was involved with.
- 1.3.5 If subcontractors are used, the information required in items 1.3.1 through 1.3.4 above must also be provided for the subcontractors.

### **1.4 Approach to Project**

This section shall provide an overview of the entire project to demonstrate the Offeror's understanding of the tasks involved in accomplishing the objectives of each section. Offerors are asked to submit an overview of their proposed system and to identify what would make the Offeror's system uniquely qualified to be selected for the SMS.

It is important that this section not only demonstrate the Offeror's understanding of the requirements of the RFP, but also demonstrate an understanding of the operations, operational environment, and functionality of the proposed SMS and why the proposed approaches are most suitable.

#### 1.4.1 Approach to Project Management

1.4.1.1 Communication between selected Offeror and the HCJDC.

1.4.1.2 Overall Project Work Plan and Schedule.

1.4.1.3 Level of participation of state personnel and their related time.

1.4.1.4 Change Controls and Issue Resolutions.

1.4.1.5 Project Deliverables.

1.4.1.6 Quality Assurance.

### 1.5 Approach to Work

The Offeror must provide a detailed description of the proposed system specifications and the work to be performed for each section described in Section II, Scope of Work. This description must include the following:

#### 1.5.1 Approach

Offeror must describe, in detail, how each objective/requirement will be met or provided.

#### 1.5.2 Relevant Experience

Offeror must describe, in detail, all previous relevant experience which demonstrates the Offeror's capability to perform and complete tasks required in this RFP.

#### 1.5.3 Work Plan and Schedule

The Offeror must include a detailed work plan for the required tasks. The work plan must include the following:

- 1.5.3.1 A description of each task, the objectives of the task, personnel assigned to the task, the estimated hours per person assigned to each task, the estimated cost of each task, the estimated start and end date of each task, and the deliverable time(s).
- 1.5.3.2 A description of related hardware, software and telecommunication equipment, and their related services and costs.
- 1.5.3.3 Indications of dependencies and milestones.
- 1.5.3.4 A clearly understandable graphic Gantt chart, showing the planned start and end dates of all tasks.

## **1.6 Pricing**

The proposal must include itemized pricing for each site specified in Section II, Scope of Work, Paragraph 2.0, SMS Implementation and Network Connectivity Requirements. All pricing should include state tax, shipping, and installation costs, if applicable. Offerors shall use the costs sheets provided in the Proposal Submission Packet.

The accepted final price from the selected Contractor, will be in effect for the duration of the executed contract period and extensions between the Contractor and the State.

For the purpose of this RFP, the evaluation of costs will be based on the following:

- 1.6.1 Costs for the SMS System Hardware, Software, and Network Equipment required for a fully operational SMS system for each of the specified sites. Offeror shall provide installation costs for each site.
  - 1.6.1.1 Cost for Oahu SMS Statewide Repository (including mugshot transfer requirements).
  - 1.6.1.2 Cost for Hawaii County Police Department SMS (Hilo Site)
  - 1.6.1.3 Cost for Kona Police Site
  - 1.6.1.4 Cost for Kauai County Police Department SMS
  - 1.6.1.5 Cost for Maui County Police Department SMS
  - 1.6.1.6 Cost for Sheriff SMS
  - 1.6.1.7 Cost for Additional Sites
  - 1.6.1.8 Any Supplies Required (The State has the option of purchasing supplies from other available sources.)
- 1.6.2 Cost of Maintenance for each site
- 1.6.3 Cost of Training

#### 1.6.4 Project Management

### **1.7 Custom Programming**

- 1.7.1 The Offeror shall provide a list of hourly rates for each class of Offeror employee to perform system analysis and programming services for the delivery of customer specific changes and/or enhancements to the system. Rates quoted shall be available to the State during the term of the contract.
- 1.7.2 If the custom system analysis and programming services are required as part of the Offeror's proposal to meet the requirements of the RFP, this cost shall be included in the cost of the system.

### **1.8 GSA or Equivalent Pricing, Multi-Site Pricing, Annual Maintenance**

In the event the Offeror has established a Federal GSA pricing, the same, better or approximate equivalent to GSA pricing structure must be offered to the State for all software and hardware components under this contract. All products offered by the Offeror will be held to this standard and applies to all of its products at any point in time. If Offeror's products have multi-site pricing options, then these options shall be made available to the State. Offeror must submit annual maintenance costs for a three (3) year period with an option for two (2) one (1) year extensions for all products and services.

## **IV. SPECIAL PROVISIONS**

### **1.0 Proposal Preparation**

The Offeror shall describe how its proposal meets the State's requirements as itemized in Sections II, III, and IV. The description shall be in sufficient detail to enable the State to evaluate the products and services offered. This is in addition to any brochures and other printed material that may be submitted with this RFP. The description may be submitted on separate forms and sheets not provided for in this RFP. All materials submitted shall become the property of the State, unless otherwise indicated.

- 1.1 All proposal responses submitted must be in the format identified in Section III, Proposal (unless otherwise noted) and must be in accordance with the terms and conditions stated herein. The original proposal response is to contain original signatures. Any proposal offering any other set of terms and conditions contradictory to those included herein may be rejected without further consideration.

#### **1.1.1 Legal Name**

Offeror is required to submit its proposal using the Offerors' exact legal name, as registered in the state in which it is incorporated, in the appropriate space(s) in the Proposal Submission Packet. Failure to do so may delay proper execution of the contract.

#### **1.1.2 Proposal Price**

The Offeror's proposal must include all items listed in the Proposal Submission Packet for the RFP to be considered responsive. The State reserves the right to hold all proposals received for a period of six (6) months from the date of the proposal closing date, during which time they shall be irrevocable, unless otherwise required by law. Pricing for all sections will be valid for the term of the contract.

#### **1.1.3 Total Proposal Price**

The Total Proposal Price is the sum of all sections. All section pricing shall be based on delivery to the State's designated user location and shall include all freight charges, Hawaii General Excise Tax, and any other cost incurred for delivery of the products and/or services. Offerors shall complete the proposal pricing sheets provided in the Proposal Submittal Packet.

1.2 To expedite an Offeror's response, the State will make available in electronic form the Proposal Submission Packet for use by the Offeror(s). The electronic form will be in Microsoft Word 7.0 word processing format. Any Offeror who would like a copy of the Proposal Submission Packet in electronic form is required to provide its own diskette (3 1/2 inch). The Offeror must contact the HCJDC's Project Manager to make arrangements for obtaining the electronic form. A hard copy of the Proposal Submission Packet is still required of Offerors. Failure to obtain the electronic form will not disqualify Offerors. This is an optional facility to assist Offerors in preparing proposals and not a mandatory requirement. A sample Proposal Submission packet can be found in Appendix A.

1.3 Offeror must maintain confidentiality of all data and information throughout the proposal period.

1.4 Offer Guarantee

A bid security deposit is not required for this RFP.

1.5 Tax Clearance Requirement

The Offeror must submit an original or certified copy of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). A current tax clearance certificate must be provided by the selected Offeror at contract signing.

Tax clearance from DOTAX and IRS shall be obtained on the one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by instructions that Offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS. See Appendix G for Form A-6.

Offerors are strongly advised to apply for their tax clearance immediately in order to avoid unnecessary delays in meeting this requirement. Out-of-state Offerors should mail their application to DOTAX's Oahu District Office.

Offerors may obtain the Tax Clearance Application Form from the Department of Taxation:

Department of Taxation  
Keelikolani Building

830 Punchbowl Street  
Honolulu, HI 96813  
Phone: (808) 587-4242

**1.6 Tax Liability**

The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, Offerors may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation, Publication 1 (November 1993) is included herein by reference and available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, upon request.

**1.7 Hawaii Vendors**

A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently ½%, resulting from this solicitation.

**1.8 Tax-Exempt Vendors**

If an Offeror is exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**1.9 Tax Equalization Provision**

For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**2.0 Submission of Proposals**

Each qualified Offeror must submit only one (1) proposal. Alternate proposals will not be accepted. The format and contents of the proposal are specified in Section III.

One (1) original and ten (10) hard copies of the proposal must be submitted. Proposals must be delivered to the HCJDC's Project Manager, specified in Section I, Item 6.0 Issuing Office

and Project Manager, no later than the date and time specified in the RFP Timetable. Any proposal received after this date and time will be rejected.

The outside cover of the package containing the proposal should be marked:

State of Hawaii  
Department of the Attorney General  
Hawaii Criminal Justice Data Center

Proposal Submitted in Response to:

State of Hawaii Statewide Mugshot System (SMS)  
RFP No. HCJDC-FY-98-3  
(Name of Offeror)  
(Phone Number)

### **3.0 Costs for Proposal Preparation**

Any costs incurred by Offerors in preparing or submitting a proposal are the Offeror's sole responsibility.

At no charge to the State, Offerors must commit the necessary hours to attain a proficient working level of understanding of the mugshot process and systems as it operates currently, and its existing problem areas.

### **4.0 Proposal Evaluation Overview**

Proposals shall be time-stamped upon receipt and shall not be opened publicly, but shall be opened in the presence of two or more members of the PRC. Proposals shall be shown only to State personnel having legitimate interest in them. A register of proposals shall be prepared and the register and proposals of Offerors shall be open to public inspection only after the award of the contract.

All proposals will be evaluated by the PRC using the process described in Item 7.0, Evaluation and Selection. The State may award a contract on the basis of initial proposals received without discussion. Therefore, each proposal and system demonstration should contain the Offeror's best terms from a cost and technical standpoint. However, entirely at the State's option, Offerors may be afforded the opportunity to revise their proposals, including price for best and final offers. After best and final offers are received, final evaluations will be conducted for an award.

### **5.0 Disqualification of Proposals**



The State reserves the right to accept only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and the scope of work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror may be disqualified and its proposal automatically rejected for any one or more of the following reasons:

- 5.1 Proof of collusion among Offerors, in which case all proposals involved in the collusive action will be rejected.
- 5.2 The Offeror's lack of responsibility and cooperation as shown by past work or services.
- 5.3 The proposal shows any noncompliance with applicable law.
- 5.4 The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 5.5 The proposal has any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- 5.6 The proposal is delivered after the deadline specified in the timetable.

## **6.0 Demonstrations**

The PRC will require selected Offerors to give a demonstration of their proposed SMS two weeks after the closing date for submissions. The time and place for the demonstrations will be determined by the HCJDC. The prospective Offerors bear all responsibility for any and all costs for the demonstration.

## **7.0 Evaluation and Selection**

The State may award a contract on the basis of initial proposals received without discussion. Therefore, each proposal should contain the Offeror's best terms from a cost and technical standpoint.

- 7.1 Only those proposals that completely address all sections and substantially meet all of the terms, conditions, and requirements specified in this RFP shall be considered. All other proposals shall be considered to be non-responsive and will be eliminated from the evaluation and selection process. The State may reject any or all proposals and

waive any defects when in the State's opinion such rejection or waiver will be in the best interest of the State.

- 7.2 The PRC will evaluate all proposals. The PRC will score all evaluated proposals based on the criteria contained in this RFP, and determine the proposal that best satisfies the requirements of the RFP. The PRC will have the full authority to make decisions on behalf of the HCJDC during the RFP process.
- 7.3 The award, if any, will be made to the responsible Offeror whose proposal is deemed to be the most advantageous to the State. The State reserves the right to make no awards at all. The PRC will evaluate each of the responses based on the evaluation criteria presented in this section.
- 7.4 Offerors may be asked to provide additional documentation and conduct oral presentations to clarify their proposals, including product demonstrations to the PRC, with two (2) and six (6) days notice, respectively. Oral presentations will be made in Honolulu. Offerors will not be reimbursed for the costs of the additional documentation and/or travel. All costs will be the responsibility of the Offeror.
- 7.5 There are six groups of evaluation criteria, each containing several factors. No significance should be given to the sequence of factors shown. The criteria are as follows:

7.5.1 Corporate Qualifications

- 7.5.1.1 References
- 7.5.1.2 Offeror's successful experience in similar projects
- 7.5.1.3 Qualification and experience of staff members

7.5.2 Project Approach and Solution

- 7.5.2.1 Overall comprehensive approach to project
- 7.5.2.2 Approach in the use of technology to meet objectives and integration requirements

7.5.3 Scope of Work Requirement

- 7.5.3.1 Ability to meet requirements as stated in Section II, Scope of Work.

7.5.4 Understanding of SMS

- 7.5.4.1 Demonstrate a proficient working level of understanding of the SMS by describing the equipment setup and how work flow would be integrated, including integration with HPD's existing mugshot system and incorporation with the Redesigned OBTS/CCH.

- 7.5.5 Cost

- 7.5.5.1 Cost to include itemized pricing of equipment and services
  - 7.5.5.2 Number of man-hours to be provided in completing the work

- 7.5.6 On-site demonstration

## **8.0 Best and Final Offers**

Offerors may be afforded the opportunity to revise their proposals, including price for best and final offers. If applicable, the deadline for the Offeror's best and final offer will be identified at a later date. If a best and final offer is not submitted, the previous submittal will be construed as their best and final offer. After best and final offers are received, final evaluations will be conducted for an award.

## **9.0 Subcontracting**

Offerors who intend to utilize the services of subcontractors must identify each person or firm to be engaged by the Offeror as a joint contractor or subcontractor in the performance of the work required under this RFP and describe the work to be performed by such joint Contractor or subcontractor.

The selected Offeror shall not subcontract any of the work to be performed under the contract, nor assign the contract to any other person or firm without prior written permission from the State. Any subcontract or assignment made without such permission will not be recognized. No subcontract or assignment shall, under any circumstances, relieve the selected Offeror of its obligation and liability under the contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the selected Offeror. The Offeror shall be allowed to assign proceeds due under the contract, provided the requirements of Section 40-58 HRS, are satisfied.

## **10.0 Contract Negotiations**

In the event the State needs to reduce the scope of work, or if there is only one qualified Offeror, or if the proposal exceeds available funds, the successful Offeror may be required to enter into negotiation sessions with the State prior to entering into a formal contract.

## **11.0 Contract Execution**

- 11.1 The selected Offeror will be required to enter into a formal written contract in accordance with the laws, rules and regulations of the State of Hawaii. A copy of the proposed contract is provided in Appendix E.
- 11.2 This RFP, together with the selected Offeror's proposal shall become part of the terms and conditions of the resulting contract. In the event of any conflict between the terms of this RFP and the proposal, this RFP shall control, unless otherwise negotiated. No such contract shall be binding upon the State, or be of any force and effect without an endorsement by the respective certifying officer, in accordance with §3-122-102 of the Hawaii Administrative Rules, that there is an appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by this contract.
- 11.3 The State will issue a notice to proceed, which may be in the form of the contract specifying the commencement date. Any work performed by the selected Contractor prior to receipt of a notice to proceed on a fully executed copy of the contract shall be at the selected Contractor's own risk and expense. The State is not and will not be liable for any work, contract costs, expenses, loss of profits or damages whatsoever incurred by the selected Contractor prior to the contract commencement date.
- 11.4 This shall be a requirements contract which contains the itemized pricing of products and services and allow all participating agencies to purchase them to meet their needs. The requirements contract shall be available at fixed prices for one year with the option of extending for two additional one (1) year periods at the initial proposal prices or lower. The requirements contract will be used to acquire the equipment on an "as needed" basis during the term of the contract.

## **12.0 Non-Appropriation of Funds**

Execution of any agreement between the State and the Contractor is contingent upon the availability of funds. Non-availability of funds shall cause any agreement to become void and unenforceable and no damages shall accrue to the State as a result.

Depending on the price proposals received, the current level of funding may be insufficient to support the entire scope of the project. If the current level of funding is insufficient to support the entire scope of the project, the State reserves the right to select specific sections of the SMS described in Section II, Scope of Work, for inclusion in the resulting contract. The

resulting contract will be written to include only those sections that were selected by the State and may be written to be contingent upon further funding for the project. Evaluation of proposals shall be based on all sections whether the State selects any or all sections for the contract.

The State also reserves the right to select additional sections to be procured from the Contractor at their accepted final prices as funds become available. The existing contract will then be amended to include the selected additional sections at their accepted final prices.

### **13.0 Payment Schedule**

The State reserves the right to negotiate, with the selected Contractor, a mutually agreeable payment schedule which shall include the withholding of twenty (20) percent of the contract amount. The twenty (20) percent withholding shall be payable to the Contractor upon completion of all work and final acceptance of the system by the State.

### **14.0 Liquidated Damages**

Refer to Section 6.12 of Appendix D, State General Terms and Conditions.

Liquidated damages are fixed at the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each and every calendar day the selected Contractor delays in the completion of any item of the contract after the required date of said completion of work or 1/2500 of the price of the work, whichever is greater.

#### **14.1 Exception**

Except with respect to defaults of subcontractors, the Contractor shall not be liable when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes include, but are not restricted to, acts of God, acts of the State in its sovereign capacity, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the control and without fault or negligence of the Contractor. If the delays are caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

### **15.0 Failure to Deliver**

The selected Contractor shall be obliged to deliver products and services awarded in this contract in accordance with terms and conditions herein. It shall be the Contractor's responsibility to obtain prior approval of the ordering agency to delay delivery for a specified time. Failure to deliver as well as failure to comply with the terms of the contract, may be cause for termination of contract and the barring of the Contractor from future bidding.

**16.0 Disputes**

All disputes will be resolved by the process identified in Section 6.16 of Appendix D, State General Terms and Conditions.

**17.0 Title****17.1 Title Transfer**

All products and services furnished, delivered, and paid for in full under this RFP, shall be the sole and exclusive property of the State (or the respective agencies purchasing goods and services; see Section I, subsection 5.0, Cooperative Purchasing), free from any and all claims or retention of rights thereto by the Contractor, except as may be herein specifically provided, and free from all claims on retention or rights by any third party.

**17.2 Intellectual Property**

Title to all intellectual property rights, including patent, trademark, copyright, and trade secret rights, in the hardware, software, and support materials, as provided by Contractor are and shall remain with the Contractor or the manufacturer of such.

**18.0 Delivery****18.1 Delivery Charges**

All delivery charges for the products to the State's sites shall be included in the proposal price.

**18.2 Loading, Crating, and Skidding**

All loading, crating, and skidding used in the shipment of the Hardware shall be the property of the Contractor and shall be removed from the installed sites within two (2) business days.

**19.0 Installation**

- 19.1 Installation cost shall include at least all labor, and all actual and implied work to install the systems including installation of equipment; and installation of the software and configuration of the system. All work shall be done in accordance with all applicable building and electrical codes.
- 19.2 Physical installation shall consist of at least all of the following:
  - 19.2.1 Site Inspection
  - 19.2.2 Unpacking of products
  - 19.2.3 Product Inventory and Inspection
  - 19.2.4 Power-Up Testing
  - 19.2.5 Installation and Configuration of all required software/firmware/hardware
  - 19.2.6 Product orientation for the State personnel including diagnostic and troubleshooting procedures, programming procedures, module function descriptions, product features, and network description
  - 19.2.7 Network integration including product-to-product communication verification, connection of all available I/O port cables, network cutover, interface verification check and limited operator familiarization.
- 19.3 The installation shall be performed by a technician/engineer experienced in installing the Hardware/Software, who has been certified by the Contractor.
- 19.4 The State may install some or all of the equipment ordered, using its personnel. Installation by the State shall not nullify the warranty service in any way.
- 19.5 Non-purchase of the Contractor's installation service shall not cause disqualification from the maintenance service that the State may decide to purchase from the Contractor after the warranty period expires.

## **20.0 Maintenance**

The Contractor shall provide services to the State in resolving problems with the use of the SMS hardware and software including but not limited to the verification, diagnosis, and correction of material errors and defects in the SMS hardware, software and network connection. Any downtime resulting from the SMS hardware and software must be remedied within twenty-four (24) hours.

- 20.1 Periods of Maintenance Service.

Contractor's technical staff, shall be able to respond on an on-call basis, seven (7) days a week, 24 hours a day (7x24). The State requires that the technical staff call back within one (1) hour after the initial trouble call, and complete correction of all errors and problems within twenty-four (24) hours.

**20.2 Parts Non-Availability.**

20.2.1 In the event that a replacement for a failing component or part is not available from the local parts inventory, the Contractor shall air freight the replacement component or part to Hawaii and deliver it to the State's site via special courier.

For those situations where the Hardware/Software is not operational, the replacement component (software fixes and/or hardware component) or part must be at the State's site and the hardware/software made operational within twenty-four (24) hours of the identification of the failing component or part.

20.2.2 The State will be the sole judge in determining whether the Hardware/Software is not operational.

**20.3 Maintenance Charges.** Offeror(s) shall include in their proposals a maintenance price covering all Hardware and Software on a monthly basis at a pre-determined fee which is fixed for the duration of the Contract. Maintenance costs will be extended for twelve (12) months for proposal evaluation purposes as identified on the Proposal Submission Forms. Purchase of maintenance after the expiration of warranty or after the expiration of a previous maintenance period shall be at the option of the State during the term of the Contract. Contractor shall inform the State sixty (60) days prior to the expiration of the warranty and/or maintenance periods to determine the State's intent to purchase maintenance. Contractor shall include a listing of all Hardware and Software and the corresponding maintenance costs for the following twelve (12) month period.

Software maintenance shall include software upgrades and software fixes as they become available. The State has the option to apply software upgrades and/or software fixes to the SMS.

**20.4** The Contractor shall provide maintenance for the contract period, and if mutually agreed to by the State and Contractor, extend maintenance beyond the contract period.

**21.0 Quality**



All Contractor and sub-contractor personnel, furnished product and services must adhere to quality principles outlined in the Quality Partnership Agreement in Appendix C.

## **22.0 Warranty**

All products and services furnished under these provisions and specifications shall be new with at least a one (1) year warranty following implementation for production and acceptance by the State of all sections. It shall be free from defects which may render it unfit for use.

- 22.1 Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon it by the contract.
- 22.2 No payment, whether partial or final, shall be construed to be an acceptance of defective materials. The Contractor shall be liable for latent defects, fraud, or gross misrepresentations that amount to fraud.
- 22.3 All hardware, software and modifications shall be guaranteed by the Contractor for a minimum period of one (1) year or as guaranteed by the manufacturer, whichever is longer, following implementation and acceptance by the State of the SMS system and Network, against defects resulting from the use of defective or inferior materials or from negligent workmanship, and against all design and manufacturing defects. During the warranty period, Contractor will maintain its standard software including all modifications and labor at no cost to the State, provided such defects are not due to abuse or negligence on the part of the State.

## **23.0 Acceptance Testing**

- 23.1 The HCJDC and/or other individuals selected by the HCJDC, and the contractor shall perform acceptance testing of the system.
- 23.2 The acceptance testing shall be considered successful if the requirements are satisfied and each device is operational for ninety-eight percent (98%) of the scheduled operating time during the acceptance period, excluding scheduled downtime.
- 23.3 The acceptance period will begin when the contractor certifies that the system is operational and ready for use and the acceptance testing has been completed.
- 23.4 The acceptance period shall cover a period of 60 consecutive calendar days after complete installation of the system.
- 23.5 If the successful completion of the system acceptance period has not been attained within the 60 days acceptance testing period, the State may terminate the contract, or may extend the acceptance period through mutual agreement between the State and

the contractor. The State's option to terminate the contract shall remain in effect until such time as a successful completion of the acceptance and performance testing is attained.

- 23.6 Equipment shall not be deemed accepted by the State and no charges will be payable by the State until the State has accepted the system.

#### **24.0 Contract Period**

The contract term may be based on a multi-year contract and in the event that funds are not available for succeeding fiscal periods, the remainder of the contract shall be canceled and the Contractor shall be reimbursed the reasonable value of any non-recurring costs incurred but not amortized in the price of the goods delivered or services performed under the contract. This does not affect either the State's rights or Contractor's rights under any termination clause of the contract. The State will notify the selected Contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period.

The selected Contractor's accepted final pricing for each section will remain in effect for the entire duration of the contract.

#### **25.0 Insurance**

Contractor shall provide the following minimum insurance limits and coverage, in accordance with the terms of the Liability Insurance provision.

The Contractor agrees to deliver to the State, when contract document is returned, and before the commencement of work, two (2) copies of certificate of insurance evidencing proof of coverage for the following:

- 25.1 The Contractor shall, at its expense, maintain in effect at all times during the performance of work under the contract the following coverage and limits of insurance as minimum requirements and to be maintained with insurers and under forms satisfactory to the State.

25.1.1 Worker's Compensation and Employer's Liability Insurance as required by the State of Hawaii including the U.S. Longshoreman's and Harbor Worker's Act coverage for all work subject to the Act.

25.1.2 Combined Comprehensive General Liability Including Automobile – Bodily injury and Property damage – ONE MILLION DOLLARS (\$1,000,000) each occurrence.

- 25.1.3 Professional liability/errors and omission insurance with a minimum of ONE MILLION DOLLARS (\$1,000,000) per occurrence to include coverage for all errors and omissions which may result in financial loss to the State.
- 25.1.4 Contractor shall identify the name of the company(ies) providing the insurance policy(ies) if known at the time of technical proposal submission.
- 25.1.5 Contractor's Installation "All Risk" Insurance – covering all work and all materials and equipment to be incorporated therein (including temporary facilities) while at the site of the project, or elsewhere while in storage and during inland transit, insuring to the value of the work as completed. The policy, or policies, of insurance shall include the State and its contractors on this project as insured as their respective interests may appear and shall include as insurer's waiver of subrogation rights in favor of the State and its contractors on this project, their officers and employees. Any policy or policies of insurance against loss or damage to his equipment and tools shall also include a provision therein providing for a waiver of the insurer's right to subrogation against the State and its contractors on this project, their officers and employees.
- 25.2 Special conditions applicable to above insurance policies are:
  - 25.2.1 Before commencement of work, the Contractor shall submit two (2) copies of the certificate of insurance to the State which must evidence on its face all required insurance and endorsements as stated and shall be signed by the insurer or its authorized agent. The Contractor agrees, upon written request, to furnish copies of such policies.
  - 25.2.2 The State and its Contractors on this project must be named as additional insured on all of the above policies, and policies shall contain a severability of interest clause.
  - 25.2.3 All policies must provide that thirty (30) days prior written notice of cancellation or material change in coverage be given to certificate holders stated above.
  - 25.2.4 Policies must provide that insurance is primary as respects the interest of the State on this project and that the State's own insurance is excess and not contributing insurance.
  - 25.2.5 Policies must provide that such insurance subject to all of its terms and conditions, applies to the liability assumed by the Contractor under this contract.

25.2.6 Liability insurance including excess coverage shall include coverage for complete operations through the maintenance period of the work to which the contract applies.

25.3 Promptly upon execution of the contract and before commencement of any work, the Contractor shall also submit to the State the insurance and tax rates for:

25.3.1 Worker's Compensation

25.3.2 State Unemployment Insurance

25.3.3 Federal Unemployment Insurance

25.3.4 Social Security

25.3.5 Public Liability, including Personal Injury and Property Damage Liability

If the Contractor fails to maintain the insurance coverage as required by this section, the State may obtain such insurance coverage that is not being maintained, in form and amount substantially the same as set forth above, and the State may deduct the cost of such insurance from any amounts which may become due the Contractor under the contract.

25.4 If the Contractor shall procure or maintain any insurance upon any property in which the State has or may acquire an interest or upon which it has or may acquire a lien under this contract or otherwise, such policies shall, in the following language, make formal disclosure of the diversity of interests:

"Notice is hereby given and accepted that the State has or may acquire an interest in the subject matter of this insurance."

Such policy or policies shall also contain a loss payable clause reading as follows:

"Loss, if any, under this policy shall be adjusted with the named insured and be made payable to the State on order. Any payments thereunder shall inure to the benefit of the State to the extent of any loss suffered by the State; to the Contractor as any remaining balance."

Failure of the Contractor to provide and keep in force liability insurance policies as required shall be regarded as a material breach under this contract, entitling the State to exercise any or all the remedies provided in this contract for a breach by the Contractor.

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract.

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of the Attorney General, Hawaii Criminal Justice Data Center (HCJDC), 465 South King Street, Room 101, Honolulu, Hawaii 96813."
2. "The State of Hawaii is added as an additional insured as respects operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301 H.R.S., if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract.

Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**26.0 Security Check**

The contractor shall grant the HCJDC the right to conduct background and fingerprint checks of all employees, and subcontractors entering designated restricted areas. The background check shall be conducted prior to any employee, and subcontractor entering a restricted area. The background check will be based upon information provided to the HCJDC including but not limited to name and date of birth.

The State may in its sole discretion refuse to allow an employee or subcontractor access to a restricted area for the following reasons:

1. Conviction;
2. Person under current investigation or pending trial involving criminal activity;
3. Person with outstanding warrants;
4. Person currently on parole or probation.



APPENDIX A  
**PROPOSAL SUBMISSION PACKET**

- 1.0 Notice of Intention or Declination to Submit Proposal
- 2.0 Transmittal Letter
- 3.0 Wage Certificate
- 4.0 Proposal Submission Checklist
- 5.0 Proposal
- 6.0 Proposal Pricing Sheets
- 7.0 Requirements Checklist



## NOTICE OF INTENTION OR DECLINATION

John Maruyama, Project Manager  
Hawaii Criminal Justice Data Center  
465 South King Street, Room 101  
Honolulu, Hawaii 96813

Dear Mr. Maruyama:

RE: RFP NO. HCJDC-FY-98-3

This is to acknowledge that we have carefully examined the Hawaii Criminal Justice Data Center's "Request for Proposals for the State of Hawaii Statewide Mugshot System".

[       ]       **YES, we DO** intend to submit a proposal/bid.

[       ]       **NO, we DO NOT** intend to submit a proposal/bid.

Reason for declination:

Company\_\_\_\_\_

Name\_\_\_\_\_

Signature\_\_\_\_\_

Title\_\_\_\_\_

Address\_\_\_\_\_

Telephone Number\_\_\_\_\_

Fax Number\_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO. HCJDC-FY-98-3  
FOR THE STATE OF HAWAII STATEWIDE MUGSHOT SYSTEM (SMS)**

John Maruyama, Project Manager  
Hawaii Criminal Justice Data Center  
465 South King Street, Room 101  
Honolulu, Hawaii 96813

Dear Mr. Maruyama:

RE: RFP NO. HCJDC-FY-98-3

The undersigned has carefully read and understands RFP NO. HCJDC-FY-98-3 for the State of Hawaii Statewide Mugshot System (SMS), and hereby agrees, if selected, to furnish and deliver all goods and services in strict compliance with the Request for Proposals.

The total proposal amount is

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

(\$\_\_\_\_\_)

with all applicable taxes and freight costs included.

Any questions that the State may have regarding this proposal should be directed to:

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

The undersigned understands and agrees that:

1. The State reserves the right to cancel this RFP, reject any and/or all proposals and to waive any defects when, in the State's opinion, such cancellation, rejection or waiver will be in the best interest of the State.
2. By submitting this proposal, the undersigned is declaring that its proposal is not in violation of Section 84-15, Hawaii Revised Statutes, concerning prohibited State contracts and that the undersigned is certifying that this proposal was arrived at independently, without consultation, communication, or agreement with any other offeror or competitor. Further, no attempt was made or will be made by the undersigned to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
3. If awarded the contract, any services performed will be in accordance with the provisions of the Hawaii Revised Statutes, Chapters 103 and 103D, and the Hawaii Administrative Rules issued by the State Procurement Office.
4. All addenda to this RFP, if any, have been received and are understood.
5. The undersigned is a legal form of business (proprietorship, partnership, corporation, etc.) which is, or will be, registered with the Business Registration Division of the State of Hawaii, Department of Commerce and Consumer Affairs to do business in the State of Hawaii; has, or will obtain, a State of Hawaii General Excise Tax License by the start of the work; and, that the offeror and subcontractor, if any, are not delinquent or owe any State tax at the time of contract execution.
6. The proposal and pricing listed in the proposal are firm and shall remain so throughout the contract term, unless otherwise specified by the State.
7. The undersigned acknowledges that the entire RFP and addenda, if any, has been read and understood and agrees to be bound by its terms and conditions.

Respectfully submitted,

---

Exact Legal Name of Offeror

---

By\*\*

---

Title

---

General Excise Tax Number or Federal I.D.

(affix corporate seal here\*)

\* If the corporate seal is not available at the local or branch office where the proposal is prepared, a letter signed by an authorized corporate officer indicating location of the seal may be attached to the proposal as an acceptable substitute.

\*\* Please attach to this proposal evidence of authority of this officer to submit in behalf of the company.

## **Wage Certification**

Subject:       State of Hawaii Statewide Mugshot System (SMS).

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1.       The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
  
2.       All applicable laws of the Federal and State governments relating to worker's compensation, unemployment insurance, payment of wages, and safety will be fully complied with.

I understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, HRS.

Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Proposal Submission Checklist

Offeror(s) are required to include in their Proposal Submission Packet all items listed below as well as placing a check next to each item to indicate inclusion in the Proposal Submission Packet.

1. Letter of Intention to Submit Proposal \_\_\_\_\_
2. Transmittal Letter \_\_\_\_\_
  - 2.1 Total Proposal Amount - Sum of all Sections \_\_\_\_\_
  - 2.2 Contact Person \_\_\_\_\_
  - 2.3 Authorized Signature  
(Must be original) \_\_\_\_\_
  - 2.4 Name & Title of Signer \_\_\_\_\_
  - 2.5 Corporate Seal or Substitute \_\_\_\_\_
  - 2.6 Hawaii General Excise Tax Number or Federal I.D. \_\_\_\_\_
3. Corporate Resolution, Minutes of Board Mtg., Secretary's Certificate,  
Evidence of Authority/Corporate Resolution \_\_\_\_\_
4. Wage Certification \_\_\_\_\_
5. Section II, Scope of Work \_\_\_\_\_
6. Section III, Proposal \_\_\_\_\_

## **5.0 Proposal**

- 5.1 Offerors must address the items identified in Section II, Scope of Work on a point-by-point basis.
- 5.2 Offerors must address the items identified in Section III, Proposal on a point-by-point basis.

## 6.0 PROPOSAL PRICING SHEETS

### Oahu Statewide Mugshot Repository

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Oahu Statewide Mugshot Repository site.

Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**HARDWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

<b>Manufacturer/ Model No.</b>	<b>Product Description</b>	<b>Qty</b>	<b>Unit Proposal Price</b>	<b>Proposal Amount</b>	<b>Installation Charge</b>	<b>Monthly Maint. Charge</b>
			<b>TOTAL</b>			



# Oahu Statewide Mugshot Repository

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Oahu Statewide Mugshot Repository site.

Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**SOFTWARE COSTS:** Offeror shall list all of the system and application software components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

<b>Manufacturer/ Model No.</b>	<b>Product Description</b>	<b>Qty</b>	<b>Unit Proposal Price</b>	<b>Proposal Amount</b>	<b>Installation Charge</b>	<b>Monthly Maint. Charge</b>
			<b>TOTAL</b>			

# Oahu Statewide Mugshot Repository

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Oahu Statewide Mugshot Repository site.

Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**NETWORKING COSTS:** Offeror shall list all of the networking components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

[illegible]

# Oahu Statewide Mugshot Repository

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Oahu Statewide Mugshot Repository site.

Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**OTHER COSTS:** Offeror shall list all of other costs required for this site, such as training, supplies, and any other costs. Offeror shall include quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge, if applicable, in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Hawaii County Police Department Mugshot System

### Hilo Main Station Site

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Hilo Main Station site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**HARDWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

**Minimum Configuration:**

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

**Additional Equipment:**

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

**Hawaii County Police Department Mugshot System**

## Hilo Main Station Site

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Hilo Main Station site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**SOFTWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

**Minimum Configuration:**

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

**Additional Equipment:**

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

Hawaii County Police Department Mugshot System

## Hilo Main Station Site

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Hilo Main Station site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**NETWORKING COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Hawaii County Police Department Mugshot System

### Hilo Main Station Site

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Hilo Main Station site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**OTHER COSTS:** Offeror shall list all of other costs required for this site, such as training, supplies, and any other costs. Offeror shall include quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge, if applicable, in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

**Hawaii County Police Department Mugshot System  
Kona Police Station Site**

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Kona Police Station site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**HARDWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			



**Hawaii County Police Department Mugshot System  
Kona Police Station Site**

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Kona Police Station site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**SOFTWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Hawaii County Police Department Mugshot System Kona Police Station Site

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Kona Police Station site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**NETWORKING COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

<b>Manufacturer/ Model No.</b>	<b>Product Description</b>	<b>Qty</b>	<b>Unit Proposal Price</b>	<b>Proposal Amount</b>	<b>Installation Charge</b>	<b>Monthly Maint. Charge</b>
			TOTAL			

**Hawaii County Police Department Mugshot System  
Kona Police Station Site**

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Kona Police Station site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**OTHER COSTS:** Offeror shall list all of other costs required for this site, such as training, supplies, and any other costs. Offeror shall include quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge, if applicable, in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Kauai County Police Department Mugshot System

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Kauai Police Department site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**HARDWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

### Minimum Configuration:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

### Additional Equipment:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Kauai County Police Department Mugshot System

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Kauai County Police Department site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**SOFTWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

### Minimum Configuration:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

### Additional Equipment:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Kauai County Police Department Mugshot System

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Kauai County Police Department site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**NETWORKING COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Kauai County Police Department Mugshot System

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Kauai County Police Department site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**OTHER COSTS:** Offeror shall list all of other costs required for this site, such as training, supplies, and any other costs. Offeror shall include quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge, if applicable, in the table below:

[illegible]

## Maui County Police Department Mugshot System

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Maui Police Department site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**HARDWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

### Minimum Configuration:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

### Additional Equipment:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			



## Maui County Police Department Mugshot System

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Maui County Police Department site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**SOFTWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

### Minimum Configuration:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

### Additional Equipment:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Maui County Police Department Mugshot System

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Maui Police Department site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**NETWORKING COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

<b>Manufacturer/ Model No.</b>	<b>Product Description</b>	<b>Qty</b>	<b>Unit Proposal Price</b>	<b>Proposal Amount</b>	<b>Installation Charge</b>	<b>Monthly Maint. Charge</b>
			<b>TOTAL</b>			

## Maui County Police Department Mugshot System

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Maui Police Department site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**OTHER COSTS:** Offeror shall list all of other costs required for this site, such as training, supplies, and any other costs. Offeror shall include quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge, if applicable, in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Sheriff Site

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Sheriff site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**HARDWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Sheriff Site

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Sheriff site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**SOFTWARE COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			TOTAL			

## Sheriff Site

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Sheriff site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**NETWORKING COSTS:** Offeror shall list all of the hardware components required for this site, including quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

## Sheriff Site

Offeror shall provide pricing for the mugshot system as described in Section II, Scope of Work, Subsection 2.0, SMS Implementation and Network Connectivity Requirements for the Sheriff site. Offeror shall include all of the stated components and any additional components required for a fully operational system that meets the requirements. All pricing shall include tax and shipping. Offerors shall also include installation costs, monthly maintenance costs and any additional costs.

**OTHER COSTS:** Offeror shall list all of other costs required for this site, such as training, supplies, and any other costs. Offeror shall include quantity, unit proposal price, proposal amount, installation charge and monthly maintenance charge, if applicable, in the table below:

Manufacturer/ Model No.	Product Description	Qty	Unit Proposal Price	Proposal Amount	Installation Charge	Monthly Maint. Charge
			<b>TOTAL</b>			

**Site Summary Sheet**  
**Oahu Mugshot Repository Site**

Offeror shall enter the pricing from the Oahu Mugshot Repository Site onto this site summary sheet.

1. Offeror shall enter the Total Proposal Amount, Total Installation Charge, Total Monthly Maintenance from the previous pricing sheets for the site.
2. Offeror shall calculate the Total Yearly Maintenance Charge (Total Monthly Maintenance x 12).
3. Offeror shall calculate Total Amount for Site (Total Proposal Amount for Site + Total Installation for Site + Total Yearly Maintenance for Site).

<b>Configuration</b>	<b>Total Proposal Amount for Site</b>	<b>Total Installation for Site</b>	<b>Total Monthly Maintenance for Site</b>	<b>Total Yearly Maintenance for Site</b>	<b>Total Amount for Site</b>
Hardware Costs					
Software Costs					
Networking Costs					
Other Costs					
<b>TOTAL</b>					



## Site Summary Sheet Hilo Main Station Site

Offeror shall enter the pricing from the Hilo Main Station Site onto this site summary sheet.

1. Offeror shall enter the Total Proposal Amount, Total Installation Charge, Total Monthly Maintenance from the previous pricing sheets for the site.
2. Offeror shall calculate the Total Yearly Maintenance Charge (Total Monthly Maintenance x 12).
3. Offeror shall calculate Total Amount for Site (Total Proposal Amount for Site + Total Installation for Site + Total Yearly Maintenance for Site).

<b>Configuration</b>	<b>Total Proposal Amount for Site</b>	<b>Total Installation for Site</b>	<b>Total Monthly Maintenance for Site</b>	<b>Total Yearly Maintenance for Site</b>	<b>Total Amount for Site</b>
Minimum Configuration-Hardware Costs					
Additional Equipment-Hardware Costs					
Minimum Configuration-Software Costs					
Additional Equipment-Software Costs					
Networking Costs					
Other Costs					
<b>TOTAL</b>					

**Site Summary Sheet**  
**Kona Police Station Site**

Offeror shall enter the pricing from the Kona Police Station Site onto this site summary sheet.

1. Offeror shall enter the Total Proposal Amount, Total Installation Charge, Total Monthly Maintenance from the previous pricing sheets for the site.
2. Offeror shall calculate the Total Yearly Maintenance Charge (Total Monthly Maintenance x 12).
3. Offeror shall calculate Total Amount for Site (Total Proposal Amount for Site + Total Installation for Site + Total Yearly Maintenance for Site).

<b>Configuration</b>	<b>Total Proposal Amount for Site</b>	<b>Total Installation for Site</b>	<b>Total Monthly Maintenance for Site</b>	<b>Total Yearly Maintenance for Site</b>	<b>Total Amount for Site</b>
Hardware Costs					
Software Costs					
Networking Costs					
Other Costs					
<b>TOTAL</b>					

## Site Summary Sheet Kauai Police Department Site

Offeror shall enter the pricing from the Kauai Police Department Site onto this site summary sheet.

1. Offeror shall enter the Total Proposal Amount, Total Installation Charge, Total Monthly Maintenance from the previous pricing sheets for the site.
2. Offeror shall calculate the Total Yearly Maintenance Charge (Total Monthly Maintenance x 12).
3. Offeror shall calculate Total Amount for Site (Total Proposal Amount for Site + Total Installation for Site + Total Yearly Maintenance for Site).

<b>Configuration</b>	<b>Total Proposal Amount for Site</b>	<b>Total Installation for Site</b>	<b>Total Monthly Maintenance for Site</b>	<b>Total Yearly Maintenance for Site</b>	<b>Total Amount for Site</b>
Minimum Configuration-Hardware Costs					
Additional Equipment-Hardware Costs					
Minimum Configuration-Software Costs					
Additional Equipment-Software Costs					
Networking Costs					
Other Costs					
<b>TOTAL</b>					

**Site Summary Sheet**  
**Maui Police Department Site**

Offeror shall enter the pricing from the Maui Police Department Site onto this site summary sheet.

1. Offeror shall enter the Total Proposal Amount, Total Installation Charge, Total Monthly Maintenance from the previous pricing sheets for the site.
2. Offeror shall calculate the Total Yearly Maintenance Charge (Total Monthly Maintenance x 12).
3. Offeror shall calculate Total Amount for Site (Total Proposal Amount for Site + Total Installation for Site + Total Yearly Maintenance for Site).

<b>Configuration</b>	<b>Total Proposal Amount for Site</b>	<b>Total Installation for Site</b>	<b>Total Monthly Maintenance for Site</b>	<b>Total Yearly Maintenance for Site</b>	<b>Total Amount for Site</b>
Minimum Configuration-Hardware Costs					
Additional Equipment-Hardware Costs					
Minimum Configuration-Software Costs					
Additional Equipment-Software Costs					
Networking Costs					
Other Costs					
<b>TOTAL</b>					

**Site Summary Sheet  
Sheriff Site**

Offeror shall enter the pricing from the Sheriff Site onto this site summary sheet.

1. Offeror shall enter the Total Proposal Amount, Total Installation Charge, Total Monthly Maintenance from the previous pricing sheets for the site.
2. Offeror shall calculate the Total Yearly Maintenance Charge (Total Monthly Maintenance x 12).
3. Offeror shall calculate Total Amount for Site (Total Proposal Amount for Site + Total Installation for Site + Total Yearly Maintenance for Site).

<b>Configuration</b>	<b>Total Proposal Amount for Site</b>	<b>Total Installation for Site</b>	<b>Total Monthly Maintenance for Site</b>	<b>Total Yearly Maintenance for Site</b>	<b>Total Amount for Site</b>
Hardware Costs					
Software Costs					
Networking Costs					
Other Costs					
<b>TOTAL</b>					

## PROPOSAL SUMMARY SHEET

Offeror shall enter the pricing from each site summary sheet onto the proposal summary sheet.

1. Offeror shall enter the Total Proposal Amount for Site, Total Installation Charge, Total Yearly Maintenance from each site summary sheet from the previous pricing sheets.
2. Offeror shall calculate Total Proposal Evaluation Amount (Total Proposal Amount + Total Installation Amount + Total Yearly Maintenance).

Item No.	Configuration	Total Proposal Amount	Total Installation Amount	Total Yearly Maintenance	Total Proposal Evaluation Amount
1.	Oahu Statewide Repository				
2.	Hilo Main Station				
3.	Kona Police Station				
4.	Kauai County Police Dept.				
5.	Maui County Police Dept.				
6.	Sheriff				
	<b>TOTAL</b>				



## **7.0 - REQUIREMENTS CHECKLIST**

Offeror shall complete the Requirements Checklist on the following pages. The Requirements Checklist is divided into the following sections:

- 1.0 SMS Application and System Characteristics Requirements
- 1.1 Mugshot Capture and Storage
- 1.2 Mugshot Search/Display/Output
- 1.3 Security
- 1.4 Other Functional Requirements

Offerors shall respond in the Compliant column with one of the following codes:

- FC** Fully Compliant: This indicates that the Offeror's proposed product is fully compliant with the stated requirement.
- PC** Partially Compliant: This indicates that the Offeror's proposed product is partially compliant with the stated requirement. Offeror shall provide an explanation on their product's partial compliance.
- NC** Non-Compliant: This indicates that the Offeror's proposed product is non-compliant with the stated requirement. Offeror may provide an explanation when compliance can be met, if applicable.

Reference:

Offeror shall provide a reference where compliance of the stated requirement can be found in their product description. Offeror shall indicate where compliance to the stated requirement can be verified.



REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
<b>1.0 SMS Application and System Characteristic Requirements</b>		
<b>1.1 Mugshot Capture And Storage</b>		
1.1.1 Ability to display mugshot image onscreen prior to capture	_____	_____
Explain:		
1.1.2 Ability to delete images prior to permanent capture	_____	_____
Explain:		
1.1.3 Ability to capture scars, marks and tattoos	_____	_____
Explain:		
1.1.4 Ability to operate camera via control panel: Pan	_____	_____
Explain:		
1.1.5 Ability to operate camera via control panel: Tilt	_____	_____
Explain:		

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.1.6 Ability to operate camera via control panel: Zoom  Explain:	_____	_____
1.1.7 Ability to operate camera via control panel: Focus  Explain:	_____	_____
1.1.8 Ability to operate camera control panel at: Camera  Explain:	_____	_____
1.1.9 Ability to operate camera control panel at: PC/capture workstation  Explain:	_____	_____
1.1.10 Video capture device: NTSC output  Explain:	_____	_____
1.1.11 Video capture device: TWAIN compliant	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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Explain:

1.1.12 Video capture device must have horizontal and vertical picture element that meets ANSI/NIST standard

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\_\_\_\_\_

Explain:

1.1.13 Ability to enhance digital image prior to permanent storage: Contrast

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.1.14 Ability to enhance digital image prior to permanent storage: Size

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.1.15 Ability to enhance digital image prior to permanent storage: Brightness

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.1.16 Ability to enhance digital image prior to permanent storage: Crop

\_\_\_\_\_

\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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1.1.17 Ability to enhance digital image prior to permanent storage: Orientation

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.1.18 Ability to store scanned images to: Magnetic storage

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\_\_\_\_\_

Explain:

1.1.19 Ability to store scanned images to: Optical storage

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\_\_\_\_\_

Explain:

1.1.20 Ability to capture mugshots at remote locations and download to a central server

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\_\_\_\_\_

Explain:

1.1.21 Compliant with ANSI/NIST standard for image aspect ratio (1:1.25)

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\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.1.22 Ability to link mugshots with multiple data fields (e.g., State Identification number, name, etc.)	_____	_____
Explain:		
1.1.23 Ability to enter offender information from direct operator entry	_____	_____
Explain:		
1.1.24 Ability to add additional data/descriptor fields	_____	_____
Explain:		
1.1.25 Provide validation tables for data/descriptor fields; for example eye color options	_____	_____
Explain:		
1.1.26 Allow users with appropriate security to update validation tables	_____	_____
Explain:		

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.1.27 Display valid codes to assist in entry  Explain:	_____	_____
1.1.28 Ability to maintain images and associated data from multiple bookings of the same individual  Explain:	_____	_____
1.1.29 Ability to consolidate images when it has been determined that one individual was booked as multiple/different individuals  Explain:	_____	_____
1.1.30 Resolution supported for captured mugshots should meet ANSI/NIST minimum standard (480H X 600V pixels)  Explain:	_____	_____
1.1.31 Color representation capability should meet minimum ANSI/NIST standard (24 bit color)  Explain:	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.1.32 Compress captured mugshots according to ANSI/NIST standard (JPEG)	_____	_____
Explain:		
1.1.33 Ability to use standard image file formats per ANSI/NIST standard (JFIF)	_____	_____
Explain:		
1.1.34 Ability to set compression ratio to 15:1	_____	_____
Explain:		
1.1.35 Ability to modify compression ratio	_____	_____
Explain:		
1.1.36 Compatible with ANSI/NIST Mugshot Data Standard (ANSI/NIST-CSL 1-1993 and NIST-CSL 1-960401) (Appendix G)	_____	_____
Explain:		

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.1.37 Compatible with AAMVA Best Practices Imaging Standard (Appendix H)	_____	_____
Explain:		
1.1.38 Ability to interface with the Honolulu Police Department's mugshot system	_____	_____
Explain:		
1.1.39 Ability to scan and store mugshot photographs into the system: Black and white prints	_____	_____
Explain:		
1.1.40 Ability to scan and store mugshot photographs into the system: Color prints	_____	_____
Explain:		
1.1.41 Ability to scan and store mugshot photographs into the	_____	_____



REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
<p>system: Black and white negatives</p> <p>Explain:</p>		
<p>1.1.42 Ability to scan and store mugshot photographs into the system: Color negatives</p> <p>Explain:</p>	_____	_____
<p>1.1.43 Provide fax capabilities: Receive faxed transmission directly into imaging system for image processing</p> <p>Explain:</p>	_____	_____
<p>1.1.44 Provide fax capabilities: Output mugshot images via fax</p> <p>Explain:</p>	_____	_____
<p>1.1.45 (Optional) Provide lighting: Eliminate shadows</p> <p>Explain:</p>	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.1.46 Provide lighting: Control from capture workstation  Explain:	_____	_____
1.1.47 Provide photo background: 18% gray  Explain:	_____	_____
1.1.48 Image-enable County criminal identification systems  Explain:	_____	_____
1.1.49 Ability to import/export mugshot and related identification information as an ANSI/NIST package  Explain:	_____	_____
1.1.50 Ability to import/export mugshot and related identification information in format other than ANSI/NIST. Offeror shall specify format and standard.	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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Explain:

1.1.51 Ability to import/synchronize mugshot and identification information from all counties' databases including HPD's Mugshot system

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\_\_\_\_\_

Explain:

1.1.52 Counties' database import and synchronization should be automated and efficient

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\_\_\_\_\_

Explain:

1.1.53 Provide a common user interface (GUI) for statewide and county-level access

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\_\_\_\_\_

Explain:

1.1.54 All hardware and software components must be Year 2000 compliant

\_\_\_\_\_

\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.1.55 Ability to adjust color for color correction prior to image capture  Explain:	_____	_____
1.1.56 Mugshot image shall be a "fair and accurate depiction" of the person being photographed  Explain:	_____	_____
1.1.57 Ability to support multiple databases and secure multiple databases from unauthorized access  Explain:	_____	_____
1.1.58 Ability to store, access, retrieve image and data to/from correct database, when using multiple databases  Explain:	_____	_____
1.1.59 All hardware and software must be NCIC 2000 compliant  Explain:	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.1.60 Capture station shall be fully functional without the use of a mouse  Explain:	_____	_____
1.1.61 Ability to provide store and forward capabilities in the event of network unavailability. System shall automatically forward those files generated during network unavailability when network becomes available.  Explain:	_____	_____
1.1.62 Ability to transmit mugshots and related data via modem to remote sites  Explain:	_____	_____
1.1.63 Ability to store the date and time of each mugshot file at time of capture  Explain:	_____	_____
1.1.64 Ability to allow common characteristics to be selected from a user-maintained list that is organized by body type and size, facial appearance and features. Users shall be able to describe unusual characteristics in free form text. (optional)  Explain:	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.1.65 Ability to classify SMT  Explain:	_____	_____
1.1.66 Ability to use a generic human body drawing to establish the location of SMT or select text of body locations from a user-maintained list  Explain:	_____	_____
1.1.67 Ability to select common types of SMT from a user-maintained list  Explain:	_____	_____
1.1.68 Ability to enter a description of a SMT and to be able to retrieve and print the image that matches the description  Explain:	_____	_____
<b>1.2 Mugshot Search/Display/Output</b>		

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.2.1 System database shall be of modern relational architecture to provide efficient performance  Explain:	_____	_____
1.2.2 System shall have easy access and retrieval capabilities  Explain:	_____	_____
1.2.3 Provide searches on pre-established indexed fields  Explain:	_____	_____
1.2.4 Provide searches on all data fields  Explain:	_____	_____
1.2.5 Accommodate Boolean expression searches on data fields: Indexed  Explain:	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.2.6 Accommodate Boolean expression searches on data fields: Non-indexed  Explain:	_____	_____
1.2.7 Ability to perform all search and retrieval functions from remote workstations via 56Kcommunications lines minimum  Explain:	_____	_____
1.2.8 Provide mugshot searches: Based on pre-established search statements  Explain:	_____	_____
1.2.9 Provide mugshot searches: Based on ad-hoc search statements  Explain:	_____	_____
1.2.10 Retrieve all mugshots for an individual  Explain:	_____	_____



REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.2.11 Provide the ability to save the results of a mugshot search using either standard or custom search strategies	_____	_____
Explain:		
1.2.12 Retrieval of any image when a correct unique identifier is entered in any of the selected fields to be located and displayed within acceptable response times	_____	_____
Explain:		
1.2.13 Access to data files may also be made by offender name and/or alias(es) If an incorrect or previously indexed name or alias is entered, display a list of records in the index which most closely represent the initial entry	_____	_____
Explain:		
1.2.14 Incorrect records should be correctable by re-keying through the indexing system	_____	_____
Explain:		
1.2.15 Include a weighted value system whereby description characteristics are	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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assigned a value to allow some descriptors to have more value than others

Explain:

1.2.16 Provide for suspect identification by allowing the victim/witness to view data files retrieved using descriptors that closely fit the suspect's description

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.2.17 Provide for photo lineups of suspects by retrieving images and data files using descriptors that closely fit the suspect's description

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\_\_\_\_\_

Explain:

1.2.18 Ability to display 6 or more photos: With identifying data

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\_\_\_\_\_

Explain:

1.2.19 Ability to display 6 or more photos: Without identifying data

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\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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1.2.20 Ability to enlarge one photo while displaying remaining photos

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\_\_\_\_\_

Explain:

1.2.21 Ability to rearrange lineup photos

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\_\_\_\_\_

Explain:

1.2.22 Ability to support all lineup functions when connected by a laptop computer

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\_\_\_\_\_

Explain:

1.2.23 Print or display the results of mugshot searches

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.2.24 Allow users to save searches or mugshot lineups that have been previously \_\_\_\_\_  
compiled

\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.2.25 Ability to print to conventional output devices: Black and white laser printer  Explain:	_____	_____
1.2.26 Ability to print to conventional output devices: Color inkjet  Explain:	_____	_____
1.2.27 Ability to print to conventional output devices: Color laser  Explain:	_____	_____
1.2.28 Ability to print to conventional output devices: Dye sublimation printer  Explain:	_____	_____
1.2.29 Produce an output report after a mugshot search that: Lists all mugshots found including associated key indexes per document  Explain:	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.2.30 Produce an output report after a mugshot search that: Identifies total number of mugshots found in search  Explain:	_____	_____
1.2.31 Ability to browse through mugshots that represent possible "hits" from a mugshot search  Explain:	_____	_____
1.2.32 Provide zoom display  Explain:	_____	_____
1.2.33 Provide image rotation  Explain:	_____	_____
1.2.34 Provide image magnification  Explain:	_____	_____
1.2.35 Ability to enhance images by: Converting to gray scale	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
<p>Explain:</p>		
<p>1.2.36 Ability to enhance images by: Enhancing pixel by pixel</p> <p>Explain:</p>	_____	_____
<p>1.2.37 Ability to enhance images by: Adjusting color, color saturation, color hue</p> <p>Explain:</p>	_____	_____
<p>1.2.38 Ability to query, retrieve and display mugshots directly from: Magnetic storage</p> <p>Explain:</p>	_____	_____
<p>1.2.39 Ability to query, retrieve and display mugshots directly from: Optical storage</p> <p>Explain:</p>	_____	_____
<p>1.2.40 Provide simultaneous viewing of image and associated records</p>	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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Explain:

1.2.41 Provide simultaneous viewing from multiple workstations

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.2.42 Provide mugshot line-up capability from all police department sites

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.2.43 Ability to include mugshots from HPD's Mugshot system in line-ups at all police department sites , statewide

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.2.44 Ability to download mugshot data and images for update to OBTS/CCH

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.2.45 Ability to function as a booking system at the police department sites

\_\_\_\_\_

\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.2.46 Ability to produce a flyer or poster with mugshot image(s)	_____	_____
Explain:		
1.2.47 Ability to do range searches on data fields	_____	_____
Explain:		
1.2.48 Ability to select a portion of a mugshot image to be enlarged for viewing (optional)	_____	_____
Explain:		
1.2.49 Ability to perform ad hoc inquiries about the individuals who have been entered into the system and about the statistical and historical use of the database	_____	_____
Explain:		
1.2.50 Ability to perform multiple, searchable, linked image and databases. These databases may be used for specific purposes (e.g., sex offender, gangs, employees)	_____	_____



REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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Explain:

1.2.51 Ability to support soundex coding or similar phonetic type algorithm  
name searches

\_\_\_\_\_

\_\_\_\_\_

Explain:

### 1.3 Security

1.3.1 All printouts of mugshots or any other image produced by the system  
will include the user ID on the photograph as well as a system audit trail.

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.3.2 Ability to access based on user's profile or role

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.3.3 Provide security for distinct separation between databases

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\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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1.3.4 Ability to partition any of the databases to protect against unauthorized access, at the State's option

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.3.5 Ability to provide an audit trail that is easily accessed by any authorized user

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.3.6 Ability to support inactivity time-outs that are defined by the system administrator

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.3.7 Ability to require that passwords are changed on a system administrator defined time interval

\_\_\_\_\_

\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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1.3.8 Ability to support security that meets the US Government Department of Defense Standard Class C2 as defined in the Department of Defense Trusted Computer System Evaluation Criteria, December 1995

\_\_\_\_\_

\_\_\_\_\_

Explain:

#### **1.4 Other Functional Requirements**

1.4.1 Choice for user operation: Menus

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.4.2 Choice for user operation: Toolbars

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.4.3 Choice for user operation: Command line

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\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.4.4 Choice for user operation: Other  Explain:	_____	_____
1.4.5 On-line, context-sensitive help screens accessible at any time during program operation  Explain:	_____	_____
1.4.6 Display error message when improper key is hit or incorrect data is entered  Explain:	_____	_____
1.4.7 Provide system diagnostics: Hardware errors  Explain:	_____	_____
1.4.8 Provide system diagnostics: Software errors  Explain:	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
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1.4.9 Provide system management reports: Textual

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\_\_\_\_\_

Explain:

1.4.10 Provide system management reports: Graph format

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\_\_\_\_\_

Explain:

1.4.11 Ability to identify records as: Active

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.4.12 Ability to identify records as: Inactive

\_\_\_\_\_

\_\_\_\_\_

Explain:

1.4.13 Ability to identify records as: Other (user-defined)

\_\_\_\_\_

\_\_\_\_\_

Explain:

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.4.14 Ability to purge records/images from the system upon: Date  Explain:	_____	_____
1.4.15 Ability to purge records/images from the system upon: Event  Explain:	_____	_____
1.4.16 Produce color photo wristbands (optional)  Explain:	_____	_____
1.4.17 Ability to allow entry of juveniles under the age of 18 who are waived to adult court  Explain:	_____	_____
1.4.18 Ability to upload/download data from existing county booking systems. Offeror shall propose automated solution to support this requirement.  Explain:	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
<p>1.4.19 Provide detailed user and operational manuals for each site</p> <p>Explain:</p>	_____	_____
<p>1.4.20 Ability to flag mugshot to prevent release of the image</p> <p>Explain:</p>	_____	_____
<p>1.4.21 Ability to flag mugshot to prevent retrieval of image</p> <p>Explain:</p>	_____	_____
<p>1.4.22 Transfer of front mugshot with and without glasses to the Statewide Mugshot Repository</p> <p>Explain:</p>	_____	_____
<p>1.4.23 Ability to identify mugshot originator site and person to the Statewide Mugshot Repository</p> <p>Explain:</p>	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
1.4.24 Ability to transfer SMT to the Statewide Mugshot Repository  Explain:	_____	_____
1.4.25 Offeror shall provide methods for off-line storage and retrieval of images and data from off-line storage  Explain:	_____	_____
1.4.26 Ability to integrate with future livescan system  Explain:	_____	_____
1.4.27 Ability to integrate with future document imaging system  Explain:	_____	_____
1.4.28 Ability to integrate with future corrections information system  Explain:	_____	_____
1.4.29 Database shall be Open Data Base Compliant (ODBC)	_____	_____



REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
<p>Explain:</p>		
<p>1.4.30 System shall operate with the TCP/IP protocol</p> <p>Explain:</p>	_____	_____
<p>1.4.31 System shall NOT contain proprietary hardware, software, or operating system</p> <p>Explain:</p>	_____	_____
<p>1.4.32 Provide detailed field specific help functions</p> <p>Explain:</p>	_____	_____
<p>1.4.33 Ability to provide manual operation capability in the event part or all of the system fails</p> <p>Explain:</p>	_____	_____
<p>1.4.34 Ability to support on-line data backup and archival devices</p>	_____	_____

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
-------------	----------------------------	-----------

Explain:

- 1.4.35 Ability to support acceptable transaction response times.  
Response time is defined as the time between the transmission of a transaction command and the receipt of a response from the transaction command.

\_\_\_\_\_

\_\_\_\_\_

Explain:

- 1.4.36 Offeror shall provide average response times for system transactions

\_\_\_\_\_

\_\_\_\_\_

Explain:

- 1.4.37 Ability to perform facial recognition searching, matching and retrieval against the mugshot database using video, photos, and composite drawings of suspects (optional)

\_\_\_\_\_

\_\_\_\_\_

Explain:

- 1.4.38 Ability to interface with facial recognition technology, as a future enhancement (optional)

\_\_\_\_\_

\_\_\_\_\_

REQUIREMENT	COMPLIANT (FC,PC OR NC)	REFERENCE
-------------	----------------------------	-----------

Explain:

## APPENDIX B

### DOCUMENTATION LIBRARY LIST

- 1.0 High Level Description of Network Infrastructure Alternatives, Version 1.2,  
Section 8.0 - Transport Alternatives



## APPENDIX C

### QUALITY PARTNERSHIP AGREEMENT

This agreement documents that \_\_\_\_\_ and the State of Hawaii have committed to a partnering process based upon mutual trust, honest and open communications, and teamwork. The primary objective of this process is to establish a long-term working relationship which serves our customers and promotes the goals of the State of Hawaii.

Partners agree to:

- 1.0 Develop a mutually beneficial long-term business relationship, which produces measurable results in an environment of integrity, ethics, and trust;
- 2.0 Support the mutual strategic goals while planning and implementing continuous improvement in products, services, processes, and employee involvement;
- 3.0 Actively pursue solutions that provide efficiency and effectiveness to the State;
- 4.0 Promote a cooperative relationship in which conflicts are resolved through negotiations to the greatest extent possible;
- 5.0 Openly communicate requirements, make special efforts to understand them, consider the capabilities of the other partner, and agree to strive to meet them 100% of the time;
- 6.0 Be accountable for their commitments and follow through by supporting the verbal and written commitments they make;
- 7.0 Anticipate and meet mutual internal/external customer needs for this project;
- 8.0 Commit themselves to a program of continuous improvement; and,
- 9.0 Recognize and reward the contributions of each partner.

---

Margery S. Bronster  
Attorney General, State of Hawaii

---

Contractor

Date \_\_\_\_\_

Date \_\_\_\_\_



September 1, 1995

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
GENERAL TERMS AND CONDITIONS  
FOR  
GOODS AND SERVICES

Attached are the State Procurement Office's General Terms and Conditions, dated September 1, 1995 which will be made a part of all offers for goods and services contracts by reference only, and will not be attached to every solicitation or contract. It will be necessary for you to retain this copy for future use until further notice.

Offerors are cautioned to read and understand all the terms and conditions contained in the General Terms and Conditions.



STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
GENERAL TERMS AND CONDITIONS  
FOR GOODS AND SERVICES

September 1, 1995

TABLE OF CONTENTS

	<u>PAGE NO.</u>
<b>SECTION 1 - DEFINITIONS OF TERMS</b>	<b>1</b>
1.1 BID	1
1.2 BID OR PROPOSAL FORM	1
1.3 BID OR PROPOSAL GUARANTY OR SECURITY	1
1.4 CHANGE ORDER	1
1.5 CONTRACT	1
1.6 CONTRACT BOND	1
1.7 CONTRACT MODIFICATION	1
1.8 CONTRACTOR	1
1.9 DAYS	2
1.10 HEAD OF THE PURCHASING AGENCY	2
1.11 OFFER	2
1.12 OFFEROR	2
1.13 PROCUREMENT OFFICER	2
1.14 PRIORITY-LISTED OFFERORS	2
1.15 PROPOSAL	2
1.16 PURCHASING AGENCY	2
1.17 SOLICITATION	2
1.18 SPECIAL PROVISIONS	3
1.19 SPECIFICATIONS	3
1.20 [STATE]	3
1.21 SURETY	3
1.22 WORK	3
<b>SECTION 2 - OFFER REQUIREMENTS AND CONDITIONS</b>	<b>4</b>
2.1 COMPETENCY OF OFFEROR	4
2.2 SOLICITATION FORMS	4
2.3 EXAMINATION OF GENERAL TERMS AND CONDITIONS, SPECIFICATIONS, SITE OF WORK, ETC.	4
2.4 ADDENDA AND INTERPRETATIONS	5
2.5 PREPARATION OF OFFER	5
2.6 USE OF FACSIMILES	5
2.7 OFFER GUARANTY	6

2.8 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES	6
2.9 PRE-OPENING MODIFICATION OR WITHDRAWAL OF OFFERS	7
2.10 RECEIPT, OPENING, AND RECORDING OF BIDS	7
2.11 RECEIPT AND REGISTRATION OF PROPOSALS	8
2.12 LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS	9
2.13 MISTAKES IN BIDS	9
2.14 MISTAKES IN PROPOSALS	10
2.15 OFFER INSPECTION	10
2.16 DISQUALIFICATION OF OFFERORS	11
2.17 STANDARDS OF CONDUCT	11
2.18 IRREGULAR OFFERS	11
<b>SECTION 3 - EVALUATION, AWARD AND EXECUTION OF CONTRACT</b>	<b>12</b>
3.1 EVALUATION	12
3.2 ACCEPTANCE OF OFFER	15
3.3 EXECUTION OF CONTRACT	15
3.4 CONTRACT BOND	16
3.5 FAILURE TO EXECUTE CONTRACT	16
3.6 RETURN OF OFFER GUARANTIES	17
3.7 SUBMISSION OF INSURANCE CERTIFICATION	17
<b>SECTION 4 - PERFORMANCE OF CONTRACT</b>	<b>18</b>
4.1 CONTRACT ADMINISTRATION	18
4.2 COMPLIANCE WITH CONTRACT TERMS, ETC.	18
4.3 CHANGE ORDERS AND MODIFICATIONS	18
4.4 DELIVERY EXTENSIONS	18
4.5 CONTRACT PROVISIONS TO CONSIDER TRAFFIC	18
<b>SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITY</b>	<b>20</b>
5.1 LAWS TO BE OBSERVED	20
5.2 PATENTED ARTICLE	20
5.3 SUBCONTRACTING AND ASSIGNING	20
5.4 ASSIGNMENT OF ANTITRUST CLAIMS	20
5.5 RESPONSIBILITY FOR DAMAGE CLAIMS	21
5.6 PERSONAL LIABILITY OF PUBLIC OFFICIALS	21
<b>SECTION 6 - MODIFICATIONS AND TERMINATIONS OF CONTRACTS</b>	<b>22</b>
6.1 GENERAL	22
6.2 CONTRACT CHANGE ORDERS	22
6.3 CONTRACT MODIFICATIONS	23
6.4 AUTHORIZATION FOR A STOP WORK ORDER	23
6.5 STOP WORK ORDERS	24
6.6 VARIATIONS IN QUANTITIES FOR DEFINITE QUANTITY CONTRACTS	24
6.7 VARIATIONS IN QUANTITIES FOR INDEFINITE QUANTITY CONTRACTS	25
6.8 PRICE ADJUSTMENT	25
6.9 NOVATION OR CHANGE OF NAME	25
6.10 CLAIMS BASED ON A PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS	26

6.11	TERMINATION FOR DEFAULT	27
6.12	LIQUIDATED DAMAGES	28
6.13	TERMINATION FOR CONVENIENCE	28
6.14	TERMINATION FOR COST-REIMBURSEMENT CONTRACTS	30
6.15	COMPLAINTS AND PROTESTS	30
6.16	DISPUTES	31
6.17	REMEDIES	31
<b>SECTION 7</b>	<b>- PAYMENT</b>	<b>32</b>
7.1	METHOD OF PAYMENT	32
7.2	FINAL PAYMENT	32
7.3	PROMPT PAYMENT BY CONTRACTOR TO SUBCONTRACTORS	32
7.4	INTEREST	32
APPENDIX A	AGREEMENT	
APPENDIX B	SURETY [BID] [PROPOSAL] BOND	
APPENDIX C	PERFORMANCE BOND (SURETY)	
APPENDIX D	PERFORMANCE BOND	
APPENDIX E	LABOR AND MATERIAL PAYMENT BOND (SURETY)	
APPENDIX F	LABOR AND MATERIAL PAYMENT BOND	
APPENDIX G	CONTRACT ACKNOWLEDGMENT	
APPENDIX H	SURETY ACKNOWLEDGMENT	
APPENDIX I	CHANGE ORDER FORM	
APPENDIX J	CONTRACT MODIFICATION FORM	

## **SECTION 1 - DEFINITIONS OF TERMS**

Terms as used in these General Terms and Conditions, unless the context requires otherwise, shall have the following meaning:

### **1.1 BID**

Bid means any offer submitted in competitive sealed bidding or in the second phase of multi-step bidding.

### **1.2 BID OR PROPOSAL FORM**

The prescribed form or format which a offeror uses to submit his offer.

### **1.3 BID OR PROPOSAL GUARANTY OR SECURITY**

The security when required, furnished by an offeror with his offer to ensure that the offeror will enter into the contract with the [STATE] and execute the required contract and payment bonds covering the work contemplated, if his offer is accepted.

### **1.4 CHANGE ORDER**

Change order means a written order signed by the procurement officer, directing the CONTRACTOR to make changes which the changes clause of the contract authorizes the procurement officer to order without the consent of the CONTRACTOR.

### **1.5 CONTRACT**

Contract means the combination of the solicitation, including the instructions to offerors, the specifications or scope of work, the special provisions, and the general terms and conditions; the offer and any best and final offers; and any amendments to the solicitation or to the contract; and any terms implied by law.

### **1.6 CONTRACT BOND**

The approved form of security furnished by the CONTRACTOR and his surety or sureties or by the CONTRACTOR alone, to ensure completion and satisfactory performance of the contract in accordance with the terms of the contract and to guarantee full payment of all claims for labor, materials and supplies furnished, used or incorporated in the work.

### **1.7 CONTRACT MODIFICATION**

Contract modification means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

## 1.8 CONTRACTOR

An individual, partnership, firm, corporation, joint venture or other legal entity undertaking the execution of work under the terms of the contract with the [STATE], and acting directly or through his, their or its agents, employees or sub-contractors.

## 1.9 DAYS

Days means calendar days unless otherwise specified.

## 1.10 HEAD OF THE PURCHASING AGENCY

The head of any agency with delegated procurement authority by law or from a chief procurement officer of this [STATE] to enter into and administer contracts.

## 1.11 OFFER

An offer means a bid or proposal as defined in sections 1.1 and 1.15, in response to any solicitation.

## 1.12 OFFEROR

Any individual, partnership, firm, corporation, joint venture or other legal entity, submitting directly or through a duly authorized representative or agent, an offer for the work or services contemplated in response to a solicitation as defined in 1.17.

## 1.13 PROCUREMENT OFFICER

Procurement officer means the person with procurement delegation duly authorized to enter into and administer contracts and make written determinations with respect to the contract. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.

## 1.14 PRIORITY-LISTED OFFERORS

Priority-listed offerors are the three or more responsive and responsible offerors who have submitted the highest rank proposals.

## 1.15 PROPOSAL

A proposal means any offer submitted in response to any solicitation, except a bid as defined in section 1.1.

## 1.16 PURCHASING AGENCY

Purchasing agency means any governmental body which is authorized by law or rules, or by way of delegation to enter into contracts for procurement of goods, services, or construction.

#### 1.17 SOLICITATION

Solicitation means an invitation for bids ("IFB"), used in the competitive sealed bidding process or a request for proposals ("RFP"), used in the competitive sealed proposal process for the purpose of obtaining bids or proposals to perform a [STATE] contract.

#### 1.18 SPECIAL PROVISIONS

The terms and conditions pertaining to the specific solicitation in which they are contained; including but not limited to terms and conditions describing the preparation of solicitations, evaluation of offers, determination of award, plus those applicable to performance by the CONTRACTOR.

Additions or revisions to the General Terms and Conditions, which shall be considered a part of the General Terms and Conditions, setting forth conditions or requirements applicable to the particular project or contract under consideration shall be included in the Special Provisions. Should any Special Provisions conflict with these General Terms and Conditions, said Special Provisions shall govern.

#### 1.19 SPECIFICATIONS

A description of what the purchasing agency requires and, consequently, what an offeror must offer to be considered for award.

#### 1.20 [STATE]

[STATE means the remaining departments of the executive branch and all governmental bodies administratively attached to it, excluding the judiciary, the legislature, the department of education, University of Hawaii, the division of community hospitals, and the office of Hawaiian affairs, except where specifically included in any particular solicitation.]

#### 1.21 SURETY

The individual, firm, partnership or corporation other than the CONTRACTOR, which executes a bond with and for the CONTRACTOR to ensure the CONTRACTOR's acceptable performance of the contract.

#### 1.22 WORK

The furnishing by the CONTRACTOR of all labor, services, materials, equipment, and other incidentals necessary for the satisfactory performance of the contract.

## **SECTION 2 - OFFER REQUIREMENTS AND CONDITIONS**

### **2.1 COMPETENCY OF OFFEROR**

Prospective offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to his ability to furnish satisfactorily the goods or services being solicited by the [STATE]. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any offeror who refuses to answer such inquiries will be considered non-responsive. All answers to such questions will be handled by the purchasing agency on a confidential basis and will be returned after they have served their purpose.

The purchasing agency also reserves the right to visit an offeror's place of business to inspect his facilities and equipment and to observe his methods of operation in order to facilitate evaluation of performance capabilities.

### **2.2 SOLICITATION FORMS**

Prospective offerors will be furnished with solicitation forms which may include but not be limited to a statement of work, the location, description and the contract time of the contemplated work, the various quantities being requested, estimated and/or firm, and items of work to be performed or materials to be furnished, along with a schedule of items for which unit prices and/or lump sum prices are asked, depending on the type of solicitation, e.g. invitation for bids or request for proposals.

The General Terms and Conditions, specifications, Special Provisions and other documents referenced in or attached to the solicitation shall be considered a part of the offer whether attached to the solicitation or not at the time of its submission. Such documents shall not be altered in any way when the proposal is submitted and any alterations so made by the offeror may be cause for rejection of the offer.

### **2.3 EXAMINATION OF GENERAL TERMS AND CONDITIONS, SPECIFICATIONS, SITE OF WORK, ETC.**

The offeror shall carefully examine the site of the contemplated work, the solicitation, General Terms and Conditions, specifications, Special Provisions, amendments, required contract and bond forms, etc. before submitting offers. The submission of an offer shall be considered as a warranty that the offeror has made such careful examination and is satisfied with the conditions to be encountered in performing the work and with the requirements of the solicitation, General Terms and Conditions, specifications, Special Provisions, amendments, required contract and bond forms.

No extra compensation will be given by reason of the CONTRACTOR's misunderstanding

or lack of knowledge of the requirements of the work to be accomplished or the conditions to be encountered in performing the work.

## 2.4 ADDENDA AND INTERPRETATIONS

Discrepancies, omissions or doubts as to the meaning of General Terms and Conditions, specifications or Special Provisions should be communicated in writing to the procurement officer and must be received by the purchasing agency no later than five (5) calendar days prior to the date fixed for opening. Any interpretation, if made, and any supplemental instructions will be in the form of written addenda to the solicitation, which will be mailed, faxed, or made available for pick up by all prospective offerors, prior to the date fixed for the opening of offers. It shall be presumed that any addenda or interpretations so issued have been received by an offeror and such addenda or interpretations shall become a part of the contract documents.

## 2.5 PREPARATION OF OFFER

Proposals submitted in response to request for proposals (RFP) shall be in the format prescribed by the RFP.

The bids submitted in response to an invitation for bids (IFB) must be prepared in ink or typed on the form furnished by the purchasing agency or on an exact copy thereof in full accordance with the instructions given. For each item, the offeror shall specify the unit and total price in figures in the columns provided for that purpose and, if required, the total sum of all items being offered.

Where the IFB involves the furnishing and delivery of goods, the price shall include the cost of delivery to the specified destination, at which point acceptance of said goods will be made by authorized personnel. Should special requirements involving additional costs to the vendor be necessary, the requirements will be stated in the special provisions and offers for the costs therefor shall be governed by the special provisions.

Only one bid in response to an IFB for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name will be accepted. If more than one bid is offered for the same work, only the lowest priced bid may be considered; all others will be automatically rejected.

Competing subsidiary or jointly-owned companies may submit bids or proposals and these may be accepted for evaluation and award if such companies submit with their proposals a certificate of non-collusion, sworn to before a notary, which acknowledges that the offer is without collusion.

All prices shall include applicable Federal, state and local taxes. Any illegible or otherwise unrecognizable price offer shall cause automatic rejection of the offer.



Offers submitted in response to an IFB or RFP shall be signed in ink in the space provided

on the bid or proposal page by (1) the owner of a sole proprietorship, (2) one or more members of a partnership, (3) one or more members or officers of each firm representing a joint venture, (4) one or more officers of a corporation, or (5) an agent of the offeror duly authorized to submit offers on the offeror's behalf.

## 2.6 USE OF FACSIMILES

(A) Copies of documents transmitted by vendors via facsimile machine shall be limited to the offer; and modifications or withdrawal of offers, pursuant to subsection (B) and (C).

(B) Modifications or withdrawal of an offer may be by facsimile machine pursuant to Section 2.9.

(C) An offer transmitted via facsimile machine shall be acceptable only if the offer is under \$25,000 when specifically allowed in the invitation for bids or request for proposals; provided: the facsimile offer is received in hand at the designated office by the time and date set for receipt of offers; the complete original offer with the bond, if required, is received within forty-eight hours from the time and date set for receipt of offers; and that the facsimile offer contains: the identification number of the invitation for bids or request for proposals; the time; the quantity; the price for the offer; all pages of the bid or proposal requiring an original signature; and a signed statement that the offeror agrees to all the terms, conditions, and provisions of the invitation for bids or request for proposals.

## 2.7 OFFER GUARANTY

Unless required by the special provisions, a bid or proposal security deposit, performance and payment bonds, or any other guaranty is not required on any offer for goods or services.

When required by the special provisions, an acceptable bid or proposal security deposit shall be in an amount equal to at least five percent of the amount offered and shall be limited to: a bond in a form satisfactory to the [STATE] underwritten by a company licensed to issue bonds in this STATE; legal tender; or a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. Certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, official check, or certified check may be utilized only to a maximum of \$100,000, provided however, if the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions, may be submitted.

If an offer does not comply with the security requirements, the offer shall be rejected as nonresponsive, unless the failure to comply is determined by the chief procurement officer, the head of a purchasing agency, or the designee of such officer to be nonsubstantial pursuant to section 3-122-223, Hawaii Administrative Rules (HAR).

## 2.8 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES

All offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTORS supplying services. Before any prospective offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$5,000 to any governmental agency, offeror shall certify that the services to be performed will be performed under the following conditions:

Wages. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws. All applicable laws of the Federal and state governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$5,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$5,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$5,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (16) of section 76-16, Hawaii Revised Statutes, (HRS).
- (5) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (6) Contracts with nonprofit institutions.

## 2.9 PRE-OPENING MODIFICATION OR WITHDRAWAL OF OFFERS

Offers may be modified or withdrawn prior to the deadline for submittal of offers by the following documents:

Modification of offers: a written notice received in the office designated in the solicitation, stating that a modification to the offer is submitted; or a written notice by facsimile machine sent to the office designated in the solicitation, stating that a modification to the offer is submitted; and the written notice accompanying the actual modification securely sealed in a separate envelope or container.

Withdrawal of offers: a written notice received in the office designated in the solicitation; or a notice by facsimile machine pursuant to section 3-122-9, to the office designated in the solicitation.

## 2.10 RECEIPT, OPENING, AND RECORDING OF BIDS

Upon its receipt, each bid and modification(s) shall be time-stamped but not opened, and stored in a secure place by the procurement officer until the time and date set for bid opening. Copies of bids transmitted via facsimile machine shall not be acceptable, except as provided for in the Special Provisions.

Bids and modification(s) shall be opened publicly, in the presence of one or more witnesses, at the time, date, and place designated in the IFB. The name of each bidder, the bid price(s), and such other information as is deemed appropriate by the procurement officer or his designated representative, shall be read aloud or otherwise made available. If practicable, such information shall also be recorded at the time of bid opening; that is, the bids shall be tabulated or a bid abstract made. The name(s) and address(es) of the required witnesses shall also be recorded at the opening.

The opened bids shall be available for public inspection at the time of bid opening except to the extent that the bidder designates trade secrets or other proprietary data to be confidential. Bidders shall ensure that material so designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid. Prices and makes and model or catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

The procurement officer, or his designated representative, shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the procurement officer or his designated representative shall inform the bidders present at the bid opening that the material designated for nondisclosure shall be subject to written determination by the attorney general for confidentiality. If the attorney general determines in writing that the material so designated as confidential is subject to disclosure, the bidder submitting the material under review and other bidders who were present at the bid opening shall be so notified in writing and the

material shall be open to public inspection unless the bidder protests under chapter 3-126, HAR.

The bids shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

When a purchasing agency denies a person access to a [STATE] procurement record, the person may appeal the denial to the office of information practices in accordance with section 92F-42(12), HRS.

Bids shall be unconditionally accepted without alteration or correction, except as allowed in sections 2.12 and 2.13.

## 2.11 RECEIPT AND REGISTRATION OF PROPOSALS

Proposals and modifications shall be time-stamped upon receipt and held in a secure place by the procurement officer until the established due date. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. Proposals and modifications shall be shown only to [STATE] personnel having legitimate interest in them.

After the date established for receipt of proposals, a register of proposals shall be prepared which shall include for all proposals: the name of each offeror; the number of modifications received, if any; and a description sufficient to identify the good or service item offered. The register of proposals shall be open to public inspection only after award of the contract.

An offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Offerors shall ensure that such data so designated as confidential shall be readily separable from the proposals in order to facilitate eventual public inspection of the nonconfidential portion of the proposal.

Proposals of the offeror(s) shall be open to public inspection after the contract is signed by all parties.

## 2.12 LATE OFFERS, LATE WITHDRAWALS, AND LATE MODIFICATIONS

Any notice of withdrawal, notice of modification of an offer with the actual modification, or any offer received at the place designated for receipt and opening of an offer after the time and date set for receipt and opening of offers is late. A late offer, late modification, or late withdrawal shall not be considered late if received before contract award and would have been timely but for the action or inaction of personnel within the procurement activity. A late offer or late modification that will not be considered for award shall be returned to the bidder unopened as soon as practicable and accompanied by a letter from the procurement activity stating the reason for its return. A late withdrawal request shall be responded to with a statement of the reason for non-acceptance of the withdrawal.

## 2.13 MISTAKES IN BIDS

(A) A bidder may correct a mistake in bid discovered before the time and date set for bid opening by withdrawing or correcting the bid as provided in section 2.9.

(B) Correction or withdrawal of a bid after the time and date set for bid opening because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent it is not contrary to the interest of the governmental agency or the fair treatment of other bidders.

(C) When, after bid opening but before award, the procurement officer knows or has reason to conclude that a mistake has been made, including obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids is submitted, such officer should request the bidder to confirm the bid. If the bidder alleges mistake, the bid may be corrected or withdrawn by the bidder if the conditions under subsections (D) and (E) of this section are met and if the mistake is a minor informality which is a matter of form rather than substance evident from the bid document, or an insignificant mistake that can be waived by the procurement officer or corrected by the bidder without prejudice to other bidders depending on which is in the best interest of the governmental jurisdiction soliciting the bid; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. Examples include the failure of a bidder to: return the number of signed bids required by the IFB; to sign the bid, but only if the unsigned bid is accompanied by other material indicating the bidder's intent to be bound; or to acknowledge receipt of an amendment to the IFB (if such acknowledgment is required by the IFB) but only if it is clear from the bid that the bidder received the amendment and intended to be bound by its terms; or the amendment involved had a negligible effect on price, quantity, quality, or delivery.

(D) If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of such mistakes include: typographical errors; errors in extending unit prices; transposition errors; and arithmetical errors. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern. In case of error in addition, the sum of the total amount offered for each item added shall govern.

(E) A bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or the bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

(F) A bidder may not correct a mistake in bid discovered after award of the contract except where the chief procurement officer or the head of the purchasing agency makes a written determination that it would be unreasonable not to allow the mistake to be corrected.

(G) When a bid is corrected or withdrawn, or correction or withdrawal is denied, under (C) or (D), the chief procurement officer or the head of a purchasing agency shall prepare a written determination showing that the relief was granted or denied in accordance with subchapter 5, chapter 3-122, HAR, except that the procurement officer shall prepare the determination required

under paragraph (1) of subsection (C).

## 2.14 MISTAKES IN PROPOSALS

(A) Mistakes shall not be corrected after award of contract.

(B) When the procurement officer knows or has reason to conclude before award that a mistake has been made, the procurement officer should request the offeror to confirm the proposal. If the offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

(C) Once discussions are commenced or after best and final offers are requested, any priority-listed offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

(D) If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

(E) If discussions are not held, or if the best and final offers upon which award will be made have been received, an offeror alleging a material mistake of fact which makes a proposal nonresponsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the procurement officer may waive such irregularities or allow an offeror to correct them if either is in the best interest of the [STATE]. Examples include the failure of an offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

## 2.15 OFFER INSPECTION

Offers to competitive sealed bids may be inspected only as provided in section 2.10, above, and after award of contract. During the evaluation and award recommendation period, offers will not be available for inspection. For the competitive sealed proposals, except for confidential portions, the proposals shall be made available for public inspection after the contract is signed by all parties.

## 2.16 DISQUALIFICATION OF OFFERORS

An offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion will be barred from future solicitations until reinstated; offeror's lack of responsibility and cooperation as shown by past work or services; offeror's being in arrears on existing contracts with the [STATE] or having defaulted on previous contracts; offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; offeror does not possess proper license to cover the type of work contemplated, if required; offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29 (1), HAR, or offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former [STATE] contracts at the time of issuance of solicitation.

## 2.17 STANDARDS OF CONDUCT

Section 84-15, HRS, provides as follows:

(A) A state agency shall not enter into any contract to procure or dispose of goods or services, or for construction, with a legislator, an employee, or a business in which a legislator or an employee has a controlling interest, involving services or property of a value in excess of \$10,000 unless:

- (1) The contract is awarded by competitive sealed bidding pursuant to section 103D-302;
- (2) The contract is awarded by competitive sealed proposal pursuant to section 103D-303; or
- (3) The agency posts a notice of its intent to award the contract and files a copy of the notice with the state ethics commission at least ten days before the contract is awarded.

(B) A state agency shall not enter into a contract with any person or business which is represented or assisted personally in the matter by a person who has been an employee of the agency within the preceding two years and who participated while in state office or employment in the matter with which the contract is directly concerned.

(C) All offerors should be certain that their bids are not in violation of this law. The submittal form states that by submitting this offer, offeror certifies that his offer does not pose a conflict with section 84-15, HRS. Contracts awarded shall be void if there is a violation of section 84-15, HRS.

## 2.18 IRREGULAR OFFERS

Offers will be considered irregular and shall be rejected for the following reasons including but not limited to the following: if the offer is unsigned by the offeror; if the required offer guaranty received separately from the offer is not identifiable as guaranty for a specific offer, or is received after the date and time set for the opening; if the required offer guaranty is not in accordance with

section 2.7 of these General Terms and Conditions; if the offeror or surety fails to sign the surety bond submitted as offer guaranty; if offeror fails to use the surety bond form furnished by the [STATE] or identical wording contained in the said form when submitting a surety bond as proposal guaranty; if the offer shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditioned, incomplete, or irregular or is in anyway making the proposal incomplete, indefinite, or ambiguous as to its meaning; or unbalanced offers in which the price for any item is obviously out of proportion to the prices for other items.



## **SECTION 3 - EVALUATION, AWARD AND EXECUTION OF CONTRACT**

### **3.1 EVALUATION**

#### **(A) HAWAII EXCISE AND USE TAXES**

Section 103-53.5, HRS, provides as follows:

Where the bidder or vendor is an out-of-state vendor not doing business in the STATE or is a person exempted from paying the applicable general excise tax, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax and the applicable use tax. The lowest responsible bidder, taking into consideration the above increases, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of the increases.

To facilitate compliance with this requirement, each bidder possessing a Hawaii I.D. number for General Excise Tax License shall enter it in the space provided, thereby attesting that he is doing business in the STATE and that he will pay such taxes on all sales made to the [STATE]. Except as provided in the Special Provisions, any bidder who cannot furnish a valid Hawaii General Excise Tax License number in the space provided will be considered as not doing business in the STATE and his bid will be evaluated accordingly.

#### **(B) PREFERENCE FOR HAWAII PRODUCTS**

Subchapter 1, Chapter 3-124, HAR provides as follows:

Hawaii products. In any expenditure of public funds, a purchasing agency shall review all purchase specifications in a bid or proposal for purchase from the Hawaii products list where such products are available, provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded including applicable general excise tax and use tax does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; unloaded including applicable general excise tax and use tax of a similar non-Hawaii product by more than: three per cent, where Class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where Class III Hawaii products are involved.

Where offers contain both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest offer or purchase price only, the price offered for a non-Hawaii product item shall be increased by adding thereto three per cent, five per cent or ten per cent where similar Class I, Class II or Class III Hawaii product items have been offered by another party pursuant to the preferences stated above. The lowest total offer, taking into consideration the above preferences, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount of

any contract awarded, however, shall be the amount of the price offered, exclusive of such preferences.

Any person desiring a preference pursuant to this subchapter, must have the product(s) qualified and registered on the Hawaii products list. The responsibility for qualification shall rest upon the person desiring the preference. The product(s) shall be found qualified and on the Hawaii products list before a preference may be granted. Persons desiring to qualify their product(s) shall complete according to instructions and file with the administrator, the "Application for Hawaii Products Preference", which is available from the State Procurement Office, and provide all additional information required by the administrator.

#### (C) PRINTING PREFERENCE

Subchapter 2, Chapter 3-124, HAR, provides that:

All printing, binding, and stationery work for the [STATE], or other political subdivision thereof shall be performed within the STATE, including all preparatory work, presswork, bindery work, and any other production-related work, and all requests for offers or contracts for such work shall so stipulate; provided that whenever it is established that any such work cannot be performed within the STATE or that the lowest price for which such work can be procured within the STATE exceeds the bid or charge of an out-of-state manufacturer of such item by fifteen per cent, the work or any part thereof so affected may be performed outside the STATE.

No payment shall be made by the [STATE], or other political subdivision thereof for printing, binding, or stationery work unless it appears that the work was done within the STATE or was authorized to be done outside the STATE pursuant to this section. In addition, any manufacturer violating a stipulation in an offer or contract that all work will be performed within the STATE shall be subject to a civil penalty in an amount not to exceed the offer or contract price to be collected by a civil action filed by the attorney general on behalf of the [STATE].

#### (D) RECIPROCAL PREFERENCE

Subchapter 3, Chapter 3-124, HAR, provides that:

To ensure fair and open competition for Hawaii businesses engaged in contracting with other states, the chief procurement officer may impose a reciprocal preference against bidders from those states which apply preferences. The amount of the reciprocal preference shall be equal to the amount by which the non-resident preference exceeds any preference applied by this STATE.

In determining whether a bidder qualifies as a resident offeror, the definition used by the other state in applying a preference shall apply.

This section shall not apply to any transaction if the provisions of the section conflict with any Federal laws.

(E) RECYCLED PRODUCTS PREFERENCE

Subchapter 4, chapter 3-124, HAR, provides that:

Solicitations issued by a governmental agency pursuant to section 103D-301, HRS, and consistent with section 3-124-22, HAR, shall contain a notice stating that a price preference will be given to recycled products. This price preference will be at least five per cent of the bid price, and will be used for bid evaluation, as specified in section 3-124-25, HAR.

When a purchase specifies recycled products only or when recycled products only are offered, the price preference shall not apply.

Offerors requesting a preference shall submit a completed certification form, as required by section 3-124-23, HAR, with each offer. Previous certifications shall not apply unless allowed by the solicitation.

All governmental agencies issuing solicitations shall provide an appropriate space for offeror to indicate whether a recycled or a non-recycled product is to be used or supplied and to list the prices of the recycled or non-recycled products or both being offered.

The preference shall be separate from any other preference allowed by statute.

(F) SOFTWARE DEVELOPMENT BUSINESSES PREFERENCE

Subchapter 5, Chapter 3-124, HAR, provides that:

The preference shall apply to all bids or offers issued by a purchasing agency when so stated in the solicitation.

Bids issued by a governmental agency pursuant to section 103D-301, HRS, shall contain a notice stating that a price preference will be given to Hawaii software development businesses. This price preference will be ten per cent of the bid price, and will be used for bid evaluation.

Bidders requesting a preference shall submit a completed certification form, as required by section 3-124-33, with each bid. Previous certifications shall not apply unless allowed by the bid.

Any bidder who fails to indicate that it is a Hawaii software development business will be presumed to be a non-Hawaii software development business and the bidder's proposal will be increased by ten per cent for purposes of evaluation.

Where a bid or purchase contains both Hawaii software development businesses and non-Hawaii software development businesses, then for the purpose of determining the lowest evaluated bid, the original bid price for the non-Hawaii software development businesses shall be increased by ten per cent.

The responsible bidder submitting the lowest evaluated bid(s), taking into consideration all applicable preferences shall be awarded the contract, provided the product being offered meets the minimum bid specifications.

The contract amount of any contract awarded shall be the original bid price offered, exclusive of any preferences.

(G) LOW TIE BIDS

Subchapter 5, chapter 3-122, HAR, provides that:

Low tie bids are low responsive bids from responsible bidders that are identical in price and which meet all the requirements and criteria set forth in the invitation for bids.

At the discretion of the procurement officer, award shall be made in any permissible manner that will resolve tie bids, including but not limited to:

Award the contract to a business providing goods produced or manufactured in this STATE or to a business that otherwise maintains a place of business in this STATE;

Where identical low bids include the cost of delivery, award the contract to the tie bidder farthest from the point of delivery; and

Award the contract to the identical bidder who received the previous award and continue to award succeeding contracts to the same bidder so long as all low bids are identical.

If no permissible method will be effective in resolving tie bids and a written determination by the procurement officer is made so stating, award may be made by drawing lots.

3.2 ACCEPTANCE OF OFFER

(A) Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period. Unless otherwise provided, each individual item or group of items will be awarded to the responsive and responsible offeror whose offer complies with all the solicitation requirements. In determining the responsive and responsible offeror, offers will be evaluated not only on the amounts thereof, but on all factors relating to the satisfactory performance of the contract. Products must be of a quality and nature that will meet the needs and purposes of the intended use and must conform to all requirements prescribed in the specifications. The offeror must have the ability to perform as

called for in the contract terms. The [STATE] shall be the sole judge of product or vendor capability. The successful vendor will be notified by letter that the offer has been accepted and that the vendor is being awarded the contract.

(B) If the offer is rejected or if the vendor to whom the contract was awarded fails to enter into the contract and furnish satisfactory security, if applicable, the purchasing agency may, at their discretion, award the contract to the next lowest or remaining responsible offeror or may publish another call for offers; provided in the case of only one remaining responsible offeror, the head of a purchasing agency may negotiate with such bidder to reduce the scope of work, if available funds are exceeded, and to award the contract at a price which reflects the reduction in the scope of work.

(C) The head of a purchasing agency further reserves the right to cancel the contract award at any time prior to execution of said contract by all parties, without any liability to the awardee and to any other offeror.

### 3.3 EXECUTION OF CONTRACT

(A) This section shall not apply to any contract in which the total amount payable to the CONTRACTOR cannot be accurately estimated at the time the contract is to be awarded.

(B) In cases where the contract award amounts to \$10,000 or more the [STATE] shall forward a formal contract to the successful offeror for execution. (Refer to Exhibit A for agreement form.) The contract shall be signed by the successful vendor and returned, together with a satisfactory contract bond if required, and other supporting documents, within ten days after receipt by the vendor or within such further time as the procurement officer may allow.

(C) No such contract shall be considered binding upon the [STATE] until the contract has been fully and properly executed by all the parties thereto and the [State Comptroller] has, in accordance with section 103D-309, HRS, endorsed thereon a certificate that there is an appropriation or balance of an appropriation over and above all outstanding contracts, sufficient to cover the amount required by the contract; with the exception of a multi-term contract, whereby, the [State Comptroller] shall only be required to certify that there is an appropriation or balance of an appropriation over and above all outstanding contracts, that is sufficient to cover the amount required to be paid under the contract during the fiscal year or remaining portion of the fiscal year of each term of the multi-year contract;

(D) In any contract involving not only [STATE] but supplemental funds from the Federal government, this section shall be applicable only to that portion of the contract price as is payable out of [STATE]. As to the portion of the contract price as is expressed in the contract to be payable out of Federal funds, the contract shall be construed to be an agreement to pay the portion to the CONTRACTOR, only out of Federal funds to be received from the Federal government. This subsection shall be liberally construed so as not to hinder or impede the [STATE] in contracting for any project involving financial aid from the Federal government.

(E) If the successful offeror is other than a sole proprietorship, it shall submit satisfactory evidence, e.g. certificate of corporate resolution, power of attorney or other such evidence of

authority of the signers' authority to execute on the contract date the contract on behalf of the successful bidder. If such document has been submitted to the purchasing agency on a previous occasion, the successful offeror may submit a copy of this document, provided there has been no amendment, modification or rescission of the document previously submitted, and provided further, that no such copy shall be acceptable unless the date of the document previously submitted is dated within one year of the contract date. If there has been a modification, amendment or rescission of the evidence of authority previously submitted, then the superseding document shall be attached to the contract.

### 3.4 CONTRACT BOND

(A) The requirement for contract performance and payment bonds, if any, shall be stated in the Special Provisions of the solicitation.

(B) When required by the Special Provisions, a performance bond and a payment bond shall be delivered by the CONTRACTOR to the [STATE] at the same time the executed contract is delivered. Each amount of the performance and payment bonds shall not exceed fifty per cent of the amount of the contract price; provided, for contracts where contract price cannot be determined at the time of award, the amounts of the bonds shall be as stated in the solicitation.

(C) The acceptable performance and payment bonds are the same as the acceptable bid or proposal security deposit specified in section 2.7. (Refer to Exhibits C, D, E, F, G, and H for the forms to be submitted.) If a surety bond is submitted for either the performance or payment bond, in addition to the form prescribed, a power of attorney for the surety's attorney-in-fact executing the bond shall be provided.

### 3.5 FAILURE TO EXECUTE CONTRACT

If the offeror to whom a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security as required by section 3.4 within ten days after such award or within such further time as the procurement officer may allow, the purchasing agency shall pay the amount of offeror's proposal guaranty, as required under section 2.7, into the [State Treasury] as a realization of the [STATE]. The procurement officer may thereupon award the contract to the next lowest responsible offeror or may call for new offers, whichever method he may deem is in the best interest of the [STATE].

### 3.6 RETURN OF OFFER GUARANTIES

All offer guaranties submitted as required by subchapter 24, chapter 3-122, HAR, shall be retained until the successful offeror enters into contract and furnishes satisfactory security or if the contract is not awarded or entered into, until the procurement officer's determination is made to publish another call for offers. At such time, all offer guaranties, except surety bonds, will be returned.

### 3.7 SUBMISSION OF INSURANCE CERTIFICATION

(A) The CONTRACTOR agrees to deliver to the [STATE], when contract documents are executed, a certificate of insurance evidencing any and all insurance required by the special provisions. Said certificate shall contain an endorsement that such insurance may not be canceled except upon thirty days notice to the [STATE]. It shall also contain a statement to the effect that the [State of Hawaii] is named additional insured under the policy(ies), if required by the Special Provisions.

(B) Failure of the CONTRACTOR to provide and keep in force insurance policy(ies) as required shall be regarded as material default under this contract, entitling the [STATE] to exercise any or all of the remedies provided in this contract for a default of the CONTRACTOR.

## **SECTION 4 - PERFORMANCE OF CONTRACT**

### **4.1 CONTRACT ADMINISTRATION**

It is expressly understood and agreed that the CONTRACTOR is an independent CONTRACTOR, with the authority to control and direct the performance and details of the work and services herein contemplated; however, the [STATE] retains the general right of inspection by a designated representative in order to judge, whether in the [STATE's] opinion, such work is being performed by the CONTRACTOR in accordance with the terms of this agreement.

### **4.2 COMPLIANCE WITH CONTRACT TERMS, ETC.**

The work shall be completed in conformity with the specifications and each and every requirement of the general terms and conditions and other provisions forming a part of the contract. In the event the CONTRACTOR fails to so perform, the chief procurement officer or head of the purchasing agency, in addition to any other recourse, reserves the right to suspend the CONTRACTOR from bidding on any or all [STATE] contracts pursuant to Chapter 3-126, HAR.

### **4.3 CHANGE ORDERS AND MODIFICATIONS**

The CONTRACTOR will not undertake to perform the portion of the work affected by the changes until a change order or modification has been approved and issued. (Refer to Exhibit I for Contract Change Order form and Exhibit J for the Contract Modification form.)

### **4.4 DELIVERY EXTENSIONS**

In the case of contracts for the purchase of goods, the delivery date or the maximum number of days for delivery will be specified by the [STATE] in its solicitation requirements, and all goods must be delivered within the time specified. However, the CONTRACTOR will not be held responsible for delay due to fire, flood, riot, labor disturbances, war, shortage of transportation, act of God or other reason beyond his control, provided that he notifies the [STATE] of such delay and the reason therefor as soon as practicable after its occurrence and requests extension prior to the specified date of delivery. Requests for extension of time shall be accompanied by documents such as the CONTRACTOR's purchase order, manufacturer's acknowledgment, shipping manifest, and any other documents substantiating that the causes for delay were beyond the control of the CONTRACTOR. The [STATE] shall be the sole judge of whether such delay is truly beyond the control of the CONTRACTOR and whether extension will be granted. The [STATE] reserves the right to terminate the contract or to assess liquidated damages, if provided for in the contract, for delays not covered by specific authorized extension.

### **4.5 CONTRACT PROVISIONS TO CONSIDER TRAFFIC**



The CONTRACTOR in performance of work called for in this contract shall schedule all work and related activities to minimize adverse impact on traffic congestion during peak traffic hours as required by section 103-15, HRS. The statutory provision reads as follows:

"Unless otherwise prohibited by law, all public contracts awarded under this chapter shall consider the extent to which the work undertaken pursuant to the contract will increase traffic congestion during peak traffic hours. The contract shall contain provisions to reasonably minimize any adverse impact."

For purposes of this requirement, morning peak traffic hours are 5:30 a.m. to 8:00 a.m. and afternoon peak traffic hours are 3:30 p.m. to 6:00 p.m.

## **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITY**

### **5.1 LAWS TO BE OBSERVED**

(A) The CONTRACTOR shall at all times observe and comply with all Federal, state and local laws or ordinances, rules and regulations which in any manner affect those engaged or employed in the performance of the work, the manufacture and sale of materials and equipment required under the contract, and the conduct of the work. The CONTRACTOR shall also comply with all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Any reference to such laws, ordinances, rules and regulations shall include any amendments thereto.

(B) The CONTRACTOR shall protect and indemnify the [STATE] and all its officers, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, rules and regulations, orders and decrees, whether such violation is committed by the CONTRACTOR or his subcontractor or the employee or either or both. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such laws, ordinances, rules and regulations, orders or decrees, the CONTRACTOR shall forthwith report the same to the procurement officer in writing.

The CONTRACTOR's attention is especially directed to chapter 103 and 103D, Hawaii Revised Statutes and the chapter 91, Hawaii Administrative Rules issued by the Procurement Policy Board.

### **5.2 PATENTED ARTICLE**

The CONTRACTOR will be required to, and shall hold the [STATE] and its duly authorized representatives harmless against all demands, claims, actions, suits or liabilities arising from the use of any patented article, patented process or patented appliance used in connection with the contract. Any royalties due or becoming due for the use of any patented article or process shall be paid by the CONTRACTOR and shall be deemed to be included within the proposal amount and contract price.

### **5.3 SUBCONTRACTING AND ASSIGNING**

The CONTRACTOR shall not subcontract any of the work to be performed under his contract with the [STATE], nor shall he assign the contract to any other person or firm without written permission from the procurement officer, and no subcontract or assignment made without such permission will be recognized. No subcontract shall, under any circumstances, relieve the CONTRACTOR of his obligation and liability under his contract with the [STATE], and all persons engaged in performing the work covered by the contract shall be considered employees of the CONTRACTOR.

### **5.4 ASSIGNMENT OF ANTITRUST CLAIMS**

Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, vendor

hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the purchaser under an escalating clause.

#### 5.5 RESPONSIBILITY FOR DAMAGE CLAIMS

The CONTRACTOR shall indemnify, hold harmless and defend the [STATE] and its officers, employees, agents, and representatives from all suits, actions, claims, damages, and judgments of any character that may be brought against the [STATE] by whomsoever, on account of any injuries or damages sustained by any person and property, due to the negligent acts or omissions by the CONTRACTOR, or any of his officers, employees, subcontractors, assignees, or representatives, in the performance of the contract. In the event the [STATE] and the CONTRACTOR are found to be joint tortfeasors with respect to any such injuries or damages, the CONTRACTOR's obligations to indemnify the [STATE] under this section shall extend only to the CONTRACTOR's pro rata share of negligence as determined in accordance with section 663-12, Hawaii Revised Statutes.

#### 5.6 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the contract or in exercising any power or authority granted to them by the contract, there shall be no liability upon the procurement officer or his authorized representatives, either personally or as officials of the [STATE], it being understood that in such matters, they act solely as agents and representatives of the [STATE].

## **SECTION 6 - MODIFICATIONS AND TERMINATIONS OF CONTRACTS**

### **6.1 GENERAL**

(A) This section of the General Terms and Conditions apply to goods and services contracts.

(B) If the clauses set forth in these General Terms and Conditions are plainly inappropriate for use in the proposed contract, then the chief procurement officer or the head of a purchasing agency shall make a written determination describing the circumstances requiring a material variation, provided that notice of any variation shall be stated in the invitation for bids or request for proposals.

(C) Any material variation from these clauses shall be described in the solicitation documents in substantially the following form:

"General Terms and Conditions Section no. \_\_\_\_\_, entitled \_\_\_\_\_, is not a part of the general terms and conditions of this contract and has been replaced by Special Provisions clause no. \_\_\_\_\_, entitled \_\_\_\_\_."

(D) Alternative clauses are allowed in some instances to permit accommodation of differing contract situations.

### **6.2 CONTRACT CHANGE ORDERS**

(A) A change order (Exhibit I) is a written order signed by the procurement officer, directing the CONTRACTOR to make changes which the "change clause" of the contract authorizes the procurement officer to order without the consent of the CONTRACTOR.

(1) Change clause. By written order, at any time, and without notice to any surety, the procurement officer may, unilaterally, order of the contractor: Changes in the work within the scope of the contract; and changes in the time of performance of the contract that do not alter the scope of the contract work.

(B) Adjustments of price or performance time. If any such change order increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this section shall be determined in accordance with the price adjustment section 6.8. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the contract as changed, provided that the procurement officer promptly and duly makes such provisional adjustments in payment or time for the direct costs of the work as the [STATE] deems reasonable. The right of the CONTRACTOR to dispute the contract price or time or both shall not be waived by its performing the work, provided however, that it follows the notice requirements for disputes and claims established by the contract or these rules.

(C) Time period for claim. Within ten days after receipt of a written change order under subsection (A), unless such period is extended by the procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response cannot be waived and shall be a condition precedent to the assertion of a claim.

(D) Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written notice is not given prior to final payment under this contract.

(E) Claims not barred. In the absence of such a change order, nothing in this clause shall be deemed to restrict the CONTRACTOR's right to pursue a claim as permitted under the contract or for breach of contract.

### 6.3 CONTRACT MODIFICATIONS

(A) Contract modification. By a written order (Exhibit J), at any time, and without notice to any surety, the procurement officer, subject to mutual agreement of the parties to the contract and all appropriate adjustments, may make modifications within the general scope of this contract to include any one or more of the following:

- (1) Drawings, designs, or specifications, for the goods to be furnished;
- (2) Method of shipment or packing;
- (3) Place of delivery;
- (4) Description of services to be performed;
- (5) Time of performance (i.e., hours of the day, days of the week, etc.);
- (6) Place of performance of the services; or
- (7) Other provisions of the contract accomplished by mutual action of the parties to the contract.

(B) Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this contract, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this contract or as negotiated.

(C) Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written agreement of modification is not made prior to final payment under this contract.

(D) Claims not barred. In the absence of a contract modification, nothing in this clause

shall be deemed to restrict the CONTRACTOR's right to pursue a claim under the contract or for a breach of contract.

#### 6.4 AUTHORIZATION FOR A STOP WORK ORDER

(A) Section 6.5 applies to any fixed-price contract under which work stoppage may be required for reasons such as advancements in the state of the art, production modifications, engineering changes, or realignment of programs.

(B) Stop work orders shall not exceed sixty consecutive days and shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs.

(C) As soon as feasible after a stop work order is issued: (1) The contract will be terminated; or (2) The stop work order will be canceled or extended in writing beyond the period specified in the order.

(D) In any event, some such action must be taken before the specified stop work period expires. If an extension of the stop work order is necessary, it must be evidenced by a supplemental agreement. Any cancellation of a stop work order shall be subject to the same approvals as were required for the issuance of the order.

#### 6.5 STOP WORK ORDERS

(A) Order to stop work. The procurement officer, may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding sixty days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this subsection. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either: (1) Cancel the stop work order; or (2) Terminate the work covered by such order as provided in the "termination for default" clause or the "termination for convenience" clause of this contract.

(B) Cancellation or expiration of the order. If a stop work order issued under this section is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if: (1) The stop work order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of this contract; and (2) The CONTRACTOR asserts

a claim for such an adjustment within thirty days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(C) Termination of stopped work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by adjustment or otherwise.

(D) Adjustment of price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

#### 6.6 VARIATIONS IN QUANTITIES FOR DEFINITE QUANTITY CONTRACTS

Variation in quantity. Upon the agreement of the parties, the quantity of goods or services or both specified in this contract may be increased by a maximum of ten percent provided: the unit prices will remain the same except for any price adjustments otherwise applicable; and the procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

#### 6.7 VARIATIONS IN QUANTITIES FOR INDEFINITE QUANTITY CONTRACTS

(A) No clause is provided here because in indefinite quantity contracts the flexibility as to the [STATE's] obligation to order and the CONTRACTOR's obligation to deliver should be designed to meet using agency needs.

(B) However, the contract's Special Provisions should provide for: the minimum quantity, if any, the [STATE] is obligated to order and the CONTRACTOR to provide; whether there is a quantity the [STATE] expects to order and how this quantity relates to any minimum and maximum quantities that may be ordered under the contract; any maximum quantity the [STATE] may order and the CONTRACTOR must provide; and whether the [STATE] is obligated to order its actual requirements under the contract, or in the case of a multiple award that the [STATE] will order its actual requirements from the CONTRACTORS under the multiple award subject to any minimum or maximum quantity stated.

#### 6.8 PRICE ADJUSTMENT

Price adjustment. Any adjustment in contract price pursuant to a provision in the contract shall be made in one or more of the following ways:

- (A) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (B) By unit prices specified in the contract or subsequently agreed upon;
- (C) By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed

upon;

(D) In such other manner as the parties may mutually agree; or

(E) In the absence of agreement between the parties, by a unilateral determination by the procurement officer of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.

Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of subchapter 15, chapter 3-122, HAR.

## 6.9 NOVATION OR CHANGE OF NAME

(A) No assignment. No [STATE] contract is transferable, or otherwise assignable, without the written consent of the chief procurement officer or the head of a purchasing agency provided that a CONTRACTOR may assign monies receivable under a contract after due notice to the [STATE].

(B) Recognition of a successor in interest; novation. When in the best interest of the [STATE], a successor in interest may be recognized in a novation agreement in which the transferor and the transferee shall agree that: the transferee assumes all of the transferor's obligations; the transferor waives all rights under the contract as against the [STATE]; and unless the transferor guarantees performance of the contract by the transferee, the transferee shall furnish all required bonds.

(C) Change of name. When a CONTRACTOR requests to change the name in which it holds a contract with the [STATE], the procurement officer responsible for the contract shall, upon receipt of a document indicating such change of name (for example an amendment to the articles of incorporation of the corporation), enter into an agreement with the requesting CONTRACTOR to effect such a change of name. The agreement changing the name shall specifically indicate that no other terms and conditions of the contract are thereby changed.

(D) Reports. All change of name or novation agreements effected hereunder other than by the chief procurement officer shall be reported to the chief procurement officer within thirty days of the date that the agreement becomes effective.

(E) Actions affecting more than one purchasing agency. Notwithstanding the provisions of subsections (A) through (C), when a CONTRACTOR holds contracts with more than one purchasing agency of the [STATE], the novation or change of name agreements herein authorized shall be processed only through the office of the chief procurement officer.

## 6.10 CLAIMS BASED ON A PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS

(A) Notice of Claim. If any action or omission on the part of a procurement officer or designee of such officer, requiring performance changes within the scope of the contract



constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) The CONTRACTOR shall have given written notice to the procurement officer or designee of such officer:
  - (a) Prior to the commencement of the work involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
  - or (b) Within thirty days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the work; or (c) Within such further time as may be allowed by the procurement officer in writing.
- (2) This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The procurement officer or designee of such officer, upon receipt of such notice may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the procurement officer or designee of such officer;
- (3) The notice required by subparagraph (1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) The CONTRACTOR maintains and, upon request, makes available to the procurement officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

(B) Limitation of clause. Nothing herein contained, shall excuse the CONTRACTOR from compliance with any rules of law precluding any [STATE] officers and any CONTRACTORS from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

(C) Adjustments of price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of the contract.

#### 6.11 TERMINATION FOR DEFAULT

(A) Termination for default. If the CONTRACTOR refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract

provisions, or commits any other substantial breach of this contract, the procurement officer may notify the CONTRACTOR in writing of the delay or non-performance, and if not cured in ten days or any longer time specified in writing by the procurement officer, such officer may terminate the CONTRACTOR's right to proceed with the contract or such part of the contract as to which there has been delay or other breach of contract. In the event of termination in whole or in part, the procurement officer may procure similar goods or services in a manner and upon terms deemed appropriate by the procurement officer. The CONTRACTOR shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(B) CONTRACTOR's duties. Notwithstanding termination of the contract and subject to any directions from the procurement officer, the CONTRACTOR shall take timely and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the [STATE] has an interest.

(C) Compensation. Payment for completed goods delivered and accepted by the [STATE] shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and procurement officer; if the parties fail to agree, the procurement officer shall set an amount subject to the CONTRACTOR's rights under chapter 3-126, HAR. The [STATE] may withhold from amounts due the CONTRACTOR such sums as the procurement officer deems to be necessary to protect the [STATE] against loss because of outstanding liens or claims of former lien holders and to reimburse the [STATE] for the excess costs incurred in procuring similar goods and services.

(D) Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of this contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance, if the CONTRACTOR has notified the procurement officer within fifteen days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the STATE and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; or for delay due to reasons beyond the CONTRACTOR's control. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the contract requirements.

(E) Upon request of the CONTRACTOR, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the [STATE] under the clause entitled in fixed-price contracts, "Termination for Convenience" and in cost-reimbursement contracts, "Termination". As used in this section, the term "subcontractor" means subcontractor at any tier.

(F) Additional rights and remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## 6.12 LIQUIDATED DAMAGES

(A) The following is for goods or services contracts when it is difficult to determine with reasonable accuracy the amount of damage to the [STATE] due to delays caused by late CONTRACTOR performance or nonperformance.

- (1) Liquidated damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in subsection 6.11(A) termination for default clause of this contract and fails to cure in the time it is agreed specified, the CONTRACTOR shall pay to the [STATE] the dollar amount specified in the liquidated damages provision of the Special Provisions, if any, per calendar day from date set for cure until either the [STATE] reasonably obtains similar goods or services if the CONTRACTOR is terminated for default, or until the CONTRACTOR provides the supplies or services if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under subsection 6.11(D), excuse for nonperformance or delayed performance of the termination for default clause of this contract, liquidated damages shall not be due the [STATE]. The CONTRACTOR remains liable for damages caused other than by delay.

(B) If the contract will not have a termination for default clause and the liquidated damages are to be assessed for reasons other than delay, the chief procurement officer or the head of a purchasing agency may approve the use of any appropriate liquidated damages clause.

## 6.13 TERMINATION FOR CONVENIENCE

(A) Termination for convenience. The procurement officer may, when the interests of the [STATE] so require, terminate this contract in whole or in part, for the convenience of the [STATE]. The procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

(B) CONTRACTOR's obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated work and on the dates set in the notice of termination the CONTRACTOR will stop work to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work subject to the [STATE's] approval. The procurement officer may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the [STATE]. The CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(C) Right to goods. The procurement officer may require the CONTRACTOR to transfer title and deliver to the [STATE] in the manner and to the extent directed by the procurement officer: any completed goods; and the partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights, hereinafter called "manufacturing material," as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this contract.

The CONTRACTOR shall, upon direction of the procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the [STATE] has an interest. If the procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this section in no way implies that the [STATE] has breached the contract by exercise of the termination for convenience clause.

(D) Compensation:

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due based on the termination for convenience together with cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with paragraph (3) below.
- (2) The procurement officer and the CONTRACTOR may agree to settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data to the extent required by subchapter 15, chapter 3-122, HAR, and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the [STATE], the proceeds of any sales of goods and manufacturing materials under subparagraph (3)(c), below, and the contract price of the work not terminated.
- (3) Absent complete agreement under paragraph (2), the procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under paragraph (2) shall not duplicate payments under this paragraph for the following:
  - (a) Contract prices for goods or services accepted under the contract;
  - (b) Costs incurred in preparation and performing the terminated portion of the work plus a five percent markup on actual direct costs on such portion of the work, such markup shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, that if it appears that the CONTRACTOR would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or

included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

- (c) Subject to the prior approval of the procurement office the costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subsection (B) of this clause. Subcontractors shall be entitled to a markup of no more than ten percent on direct costs incurred to the date of termination. These costs must not include costs paid in accordance with subparagraph (3)(b).
  - (d) The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total contract price reduced by the amount of payments otherwise made, the proceeds of any sales of goods and manufacturing materials under subsection (C), and the contract price of work not terminated.
- (4) Cost claimed, agreed to, or established under paragraphs (2) and (3) shall be in accordance with chapter 3-123, HAR.

#### 6.14 TERMINATION FOR COST-REIMBURSEMENT CONTRACTS

Termination for cost-reimbursement contracts. The only cost recognized as allowable shall be in accordance with the cost principles set forth in chapter 3-123, HAR, provided that if a written determination is approved at a level above the procurement officer, such cost principle may be modified by contract.

#### 6.15 COMPLAINTS AND PROTESTS

Chapter 3-126, HAR, provides that:

- (A) Complainants should seek resolution of their complaints initially with the procurement officer or the office that issued the solicitation. Such complaints should be made in writing.
- (B) Protests shall be made in writing to the chief procurement officer or the head of a purchasing agency, and shall be filed in duplicate within five working days after the protester knows or should have known of the facts giving rise therein. A protest is considered filed when received by the chief procurement officer or the head of a purchasing agency. Protests filed after the five day period shall not be considered.
- (C) Protesters may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- (D) To expedite handing of protests, the envelope should be labeled "Protest" and either served personally or sent by registered or certified mail, return receipt requested, to the

chief procurement officer or head of a purchasing agency. The written protest shall include as a minimum the following:

- (1) The name and address of the protester;
- (2) Appropriate identification of the procurement, and, if a contract has been awarded, its number;
- (3) A statement of reasons for the protest; and
- (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(E) The notice of protest shall be deemed communicated and filed within forty-eight hours from the time of mailing, if mailed as provided in this section, or communicated and filed when received personally by the chief procurement officer of the head of the purchasing agency.

#### 6.16 DISPUTES

(A) All controversies between the [STATE] and the CONTRACTOR which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the procurement officer in writing, within ninety calendar days after a written request by the CONTRACTOR for a final decision concerning the controversy; provided that if the procurement officer does not issue a written decision, or within such longer period as may be agreed upon by the parties, then the CONTRACTOR may proceed as if an adverse decision had been received.

(B) The procurement officer shall immediately furnish a copy of the decision to the CONTRACTOR, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

(C) Any such decision shall be final and conclusive, unless fraudulent, or the CONTRACTOR brings an action seeking judicial review of the decision in the circuit court of the STATE within the six months from the date of receipt of the decision.

(D) The CONTRACTOR shall comply with any decision of the procurement officer and proceed diligently with performance of this contract pending final resolution by the circuit court of this STATE of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of contract by the [STATE]; provided that in any event the CONTRACTOR shall proceed diligently with the performance of the contract where the chief procurement officer has made a written determination that continuation of work under the contract is essential to the public health and safety.

#### 6.17 REMEDIES

Any dispute arising under or out of this contract is subject to chapter 3-126, HAR.

## **SECTION 7 - PAYMENT**

### **7.1 METHOD OF PAYMENT**

The method of payment under the contract shall be as set forth in the Special Provisions. Further, payment to the CONTRACTOR shall be made in accordance with the contract provision at the contracted price(s). Invoices shall be payable upon certification by authorized [STATE] personnel that the CONTRACTOR has satisfactorily performed the work required herein.

### **7.2 FINAL PAYMENT**

In accordance with section 103-53, HRS, final payment under any contract of \$10,000 or more shall not be made until the CONTRACTOR has filed with the purchasing agency a tax clearance from the State Director of Taxation that all delinquent taxes levied or accrued under STATE statutes have been paid.

### **7.3 PROMPT PAYMENT BY CONTRACTOR TO SUBCONTRACTORS**

(A) Any money, other than retainage, paid to a CONTRACTOR shall be dispersed to subcontractors within ten days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

(B) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

### **7.4 INTEREST**

Interest on amounts ultimately determined to be due to a CONTRACTOR or the [STATE] shall be payable at the statutory rate applicable to judgments against the [STATE] under chapter 662, HRS, from the date the claim arose through the date of decision or judgment, whichever is later.





(EXHIBIT A)  
AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_ day of \_\_\_\_\_, A.D. 19\_\_, by and between the State of Hawaii, hereinafter called the "STATE", through its Procurement Officer, and of \_\_\_\_\_ hereinafter called the "CONTRACTOR".

W I T N E S S E T H   T H A T:

WHEREAS, the written offer of the CONTRACTOR has been accepted by the STATE as the lowest responsive and responsible offer submitted pursuant to a call for offers:

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

A. Scope of Work. The CONTRACTOR agrees to perform the following work:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ all in strict accordance with the terms and conditions of this Agreement. It is understood that this Agreement includes as a part hereof the General Terms and Conditions, dated September 1, 1995; and the Invitation for Bids (IFB) No. \_\_\_\_\_ including the offer, Special Provisions, and Specifications contained therein; which are attached hereto.

B. Compensation. As compensation for the work to be performed by the CONTRACTOR, the STATE agrees to pay the CONTRACTOR

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\_\_\_\_\_ at the  
time and in the manner set forth in the offer Specifications.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.

STATE OF HAWAII

By \_\_\_\_\_  
ROBERT J. GOVERNS  
Procurement Officer  
State Procurement Office

\_\_\_\_\_

By \_\_\_\_\_  
Its

(Affix Corporate Seal,  
if applicable)

By \_\_\_\_\_  
Its

CONTRACTOR ACKNOWLEDGEMENT:

STATE OF \_\_\_\_\_)  
: SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he/she/they is/are \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument in behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

(Notary Seal)

\_\_\_\_\_  
Notary Public  
State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(EXHIBIT B)  
SURETY [BID] [PROPOSAL] BOND

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we, [Full name or legal title of offeror] as Principal, hereinafter called the Principal, and [Bonding company], a corporation duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Hawaii, as Surety, hereinafter called the Surety, are held and firmly bound unto [State/county entity], as Owner, in the penal sum of [Required amount of offer security] dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS:**

The Principal has submitted an offer for [Project by number and brief description].

**NOW, THEREFORE:**

The condition of this obligation is such that if the [State/county entity] shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the [State/county entity] in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_  
Its

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_  
Its Attorney-in-Fact

(EXHIBIT C)  
PERFORMANCE BOND (SURETY)

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_  
(full legal name and street address of Principal)

as Principal, (hereinafter referred to as "Principal"), and

\_\_\_\_\_,  
(name and street address of bonding company)

as Surety, (hereinafter referred to as "Surety"), a corporation(s)  
authorized to transact business as a surety in the State of Hawaii,  
are held and firmly bound unto the

\_\_\_\_\_,  
(State/County entity)

its successors and assigns, (hereinafter referred to as "Obligee"),  
in the amount of \_\_\_\_\_  
DOLLARS (\$\_\_\_\_\_), to which payment Principal and  
Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these  
presents.

**WHEREAS**, the above-bound Principal has entered into a Contract  
with Obligee dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_,  
(hereinafter referred to as the "Contract"), which Contract is  
incorporated herein by reference and made a part hereof.

**NOW THEREFORE**, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and  
fully complete the Contract in strict accordance with the terms of  
the Contract as said Contract may be modified or amended from time  
to time; then this obligation shall be void; otherwise to remain in  
full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal, Surety shall either remedy the Default, or take over the work to be performed under the Contract and complete such work, subject, however, to the limitation of the penal sum of this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

\_\_\_\_\_  
Principal Seal

By its \_\_\_\_\_

By its \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

By its \_\_\_\_\_

By its \_\_\_\_\_

ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

(EXHIBIT D)  
PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_  
(full legal name and street address of CONTRACTOR)

as principal, hereinafter called CONTRACTOR, is held and firmly  
bound unto \_\_\_\_\_,  
(State/County entity)

its successors and assigns, as Obligee, hereinafter called

Obligee, in the amount of \_\_\_\_\_  
(Dollar amount of contract)

DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, CONTRACTOR binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

// Legal tender;

// Share Certificate unconditionally assigned to or made payable at sight to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Description \_\_\_\_\_  
\_\_\_\_\_;

// Certificate of Deposit, No. \_\_\_\_\_, dated \_\_\_\_\_  
issued by \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

// Cashier's Check No. \_\_\_\_\_, dated \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

// Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;



- //     Treasurer's Check No. \_\_\_\_, dated \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance  
Corporation or the National Credit Union Administration, payable at sight or unconditionally  
assigned to \_\_\_\_\_;
- //     Official Check No. \_\_\_\_, dated \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance  
Corporation or the National Credit Union Administration, payable at sight or unconditionally  
assigned to \_\_\_\_\_;
- //     Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_, accepted by a bank, savings institution or  
credit union insured by the Federal Deposit Insurance Corporation or the National Credit  
Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

**WHEREAS:**

The CONTRACTOR has by written agreement dated \_\_\_\_\_  
entered into a contract with Obligees for the following Project:

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which is hereinafter referred to as the Contract.

**NOW, THEREFORE,**

The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligees, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligees, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the CONTRACTOR or its agents or servants or the improper performance of the Contract by the CONTRACTOR or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
CONTRACTOR                      Seal

By \_\_\_\_\_  
Its

By \_\_\_\_\_  
Its

**\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC**



(EXHIBIT E)  
LABOR AND MATERIAL PAYMENT BOND (SURETY)

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_  
(full legal name and street address of Principal)

as Principal (hereinafter referred to as "Principal"), and

\_\_\_\_\_,  
(name and street address of bonding company)

as Surety (hereinafter referred to as "Surety"), a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the

\_\_\_\_\_,  
(State/County entity)

its successors and assigns, (hereinafter referred to as "Obligee"), in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above-bound Principal has entered into a Contract with Obligee dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(hereinafter referred to as the "Contract"), which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

As provided in Section 103D-324, Hawaii Revised Statutes, every Claimant who has not been paid in full after two months from the completion and final settlement of the Contract may institute an action against the Principal and its Surety and have the rights adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on the performance bond. If the full amount of the liability of the Surety on the bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Principal Seal

By its \_\_\_\_\_

By its \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

By its \_\_\_\_\_

By its \_\_\_\_\_

ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

(EXHIBIT F)  
LABOR AND MATERIAL PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_  
(full legal name and street address of CONTRACTOR)

as principal, hereinafter called CONTRACTOR, is held and firmly

bound unto \_\_\_\_\_,  
(State/County entity)

its successors and assigns, as Obligee, hereinafter called

Obligee, in the amount of \_\_\_\_\_  
(Dollar amount of contract)

DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which to the said Obligee, well and truly to be made, CONTRACTOR binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

// Legal tender;

// Share Certificate unconditionally assigned to or made payable at sight to

\_\_\_\_\_  
Description  
\_\_\_\_\_;

// Certificate of Deposit, No. \_\_\_\_, dated \_\_\_\_\_  
issued by \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

// Cashier's Check No. \_\_\_\_\_, dated \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;

- // Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance  
Corporation or the National Credit Union Administration, payable at sight or unconditionally  
assigned to \_\_\_\_\_;
- // Treasurer's Check No. \_\_\_\_\_, dated \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance  
Corporation or the National Credit Union Administration, payable at sight or unconditionally  
assigned to \_\_\_\_\_;
- // Official Check No. \_\_\_\_\_, dated \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance  
Corporation or the National Credit Union Administration, payable at sight or unconditionally  
assigned to \_\_\_\_\_;
- // Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_, accepted  
by a bank, savings institution or credit union insured by the Federal Deposit Insurance  
Corporation or the National Credit Union Administration, payable at sight or unconditionally  
assigned to \_\_\_\_\_;

**WHEREAS:**

The CONTRACTOR has by written agreement dated \_\_\_\_\_  
entered into a contract with Obligees for the following Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which is hereinafter referred to as the Contract.

**NOW, THEREFORE,**

The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligees, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the CONTRACTOR or its agents or servants or the improper performance of the Contract by the CONTRACTOR or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.







(EXHIBIT G)  
[FOR USE WITH PERFORMANCE AND PAYMENT BONDS]

CONTRACTOR ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ ) : SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_ an  
d \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he/she/they  
is/are \_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_ the CONTRACTOR named  
in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument in behalf of the  
CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the  
CONTRACTOR.

(Notary Seal)

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

(EXHIBIT H)  
[FOR USE WITH SURETY PERFORMANCE AND PAYMENT BONDS]

SURETY ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_)  
\_\_\_\_\_ : SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me personally came \_\_\_\_\_ and \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that \_\_\_\_\_ resides in \_\_\_\_\_; that \_\_\_\_\_ is the Attorney-in-Fact of \_\_\_\_\_ the corporation described in and which executed the attached instrument; that \_\_\_\_\_ knows corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that \_\_\_\_\_ signed \_\_\_\_\_ name thereto by like order.

(Notary Seal)

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

(EXHIBIT I)  
CHANGE ORDER FORM

STATE OF HAWAII  
[DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES]  
[STATE PROCUREMENT OFFICE]

CHANGE ORDER NO. \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ Contract No. \_\_\_\_\_

Contract Title: \_\_\_\_\_

A. CONTRACTOR IS TO PERFORM THE FOLLOWING CHANGES:

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B. CONTRACTOR'S RESPONSE DUE WITHIN TEN CALENDAR DAYS:

1. The changes described in A above will result in an  
increase \_\_\_\_\_ decrease \_\_\_\_\_ of \$ \_\_\_\_\_.
2. The change issued in A above will be completed by \_\_\_\_\_.

\_\_\_\_\_  
Contractor's Signature and Date

C. STATEMENT OF CONTRACT FUNDS

Original Contract Price	\$ _____
Previous Adjusted Contract Price	\$ _____
Amount this Change: Plus ____ Minus ____	_____
New Adjusted Contract Price	\$ _____

D. VALIDATION OF PRICE ADJUSTMENT

_____ User Agency	_____ Date	_____ [Procurement Officer]	_____ Date
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DISTRIBUTION: Original - Contracting Office

cc: Contractor  
Using Agency  
[DAGS, Pre-Audit]



(EXHIBIT J)  
CONTRACT MODIFICATION FORM

STATE OF HAWAII  
[DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES]  
[STATE PROCUREMENT OFFICE]

MODIFICATION ORDER NO. \_\_\_\_\_ Date \_\_\_\_\_

Contractor \_\_\_\_\_ Contract No. \_\_\_\_\_

Contract Title \_\_\_\_\_

A. MODIFICATIONS

The following modifications are to be performed in accordance with all contract stipulations (specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions by mutual action of the parties to the contract.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. CONTRACTOR'S QUOTATION

The modifications described in A above will be performed at a contract price \_\_\_\_\_ increase \_\_\_\_\_ decrease of \$ \_\_\_\_\_. Contractor will not undertake to perform the changes in A above until this modification order has been approved and issued.

\_\_\_\_\_  
Contractor's Signature and Date

C. STATEMENT OF CONTRACT FUNDS

Original Contract Price \$ \_\_\_\_\_

Previous Adjusted Contract Price \$ \_\_\_\_\_

Amount this Change: Plus \_\_\_\_\_ Minus \_\_\_\_\_

New Adjusted Contract Price \$ \_\_\_\_\_

D. VALIDATION OF CONTRACT MODIFICATION

\_\_\_\_\_  
User Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Procurement Officer]

\_\_\_\_\_  
Date

\_\_\_\_\_  
DISTRIBUTION: Original - Contracting Office cc: Contractor  
User Agency  
[DAGS, Pre-Audit]

## APPENDIX E

### **PROPOSED CONTRACT**

- 1.0 AGREEMENT FOR GOODS OR SERVICES BASED UPON COMPETITIVE SEALED PROPOSALS
- 2.0 STANDARDS OF CONDUCT DECLARATION

**STATE OF HAWAII  
AGREEMENT FOR GOODS OR SERVICES  
BASED UPON COMPETITIVE SEALED PROPOSALS**

This Agreement, executed on the respective dates of the signatures of the parties shown hereafter, is effective as of \_\_\_\_\_, 19\_\_\_\_, between the \_\_\_\_\_  
\_\_\_\_\_  
State of Hawaii (hereinafter "STATE"), by its \_\_\_\_\_  
(hereinafter "DIRECTOR"), and \_\_\_\_\_  
(hereinafter "CONTRACTOR"), a \_\_\_\_\_  
under the laws of the State of \_\_\_\_\_, whose business address and taxpayer identification number are as follows: \_\_\_\_\_  
\_\_\_\_\_.

**RECITALS**

- A. The STATE is in need of the goods or services, or both, described in this Agreement and its attachments.
- B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.
- C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 (hereinafter "Procurement Rules"), and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.



E. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, as the case may be, and the CONTRACTOR is agreeable to providing said goods or services, or both.

F. Money is available to fund this Agreement pursuant to:  
(1) \_\_\_\_\_ or (2) \_\_\_\_\_  
or both, in the following amounts: State \$ \_\_\_\_\_  
Federal \$ \_\_\_\_\_

G. Pursuant to \_\_\_\_\_, the STATE is authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the CONTRACTOR agree as follows.

1. Scope of Performances. It is understood that as there are insufficient funds to complete all services as described in the Request, pursuant to Section IV, Item 12.0 of the Request, the STATE will exercise its option to select the following specific sections or portions thereof as described in Section II, Scope of Work, to be completed by the CONTRACTOR under the available funding:

- |    |    |
|----|----|
| a. | \$ |
| b. | \$ |
| c. | \$ |

Upon the availability of additional funds and subject to the mutual agreement of the parties in writing, the existing contract will be amended to include selected additional products and services. The CONTRACTOR will complete the remaining work and objectives specified in the Request.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Agreement in a total amount not to exceed \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ), including taxes, at the time and in the manner set forth in the Request and CONTRACTOR'S proposal.

3. Bonds. The CONTRACTOR (is) (is not) required to provide a (performance) (payment) (performance and payment) bond in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ).

4. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR, is attached and is made a part of this Agreement.

5. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto and made a part of this Agreement. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, including all attachments and addenda; (2) Request, including all attachments and addenda; and (3) Proposal.

6. Liquidated Damages. Liquidated damages shall be assessed in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ) per day, in accordance with the terms of paragraph 9 of the General Conditions.

7. Notices. Any written notice required to be given by any party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the Director shall be sent to the Director's office in Honolulu, Hawaii. Notice to the agency procurement officer shall be sent to: \_\_\_\_\_. Notice to the CONTRACTOR at the CONTRACTOR's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is

responsible for notifying the STATE in writing of any change of address.  
IN VIEW OF THE ABOVE, the parties execute this Agreement by their  
signatures, on the dates below, to be effective as of the date first above written.

STATE

By\_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CONTRACTOR

By\_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
**Deputy Attorney General**

\*Evidence of authority of the CONTRACTOR's representative to sign this Agreement for the  
CONTRACTOR must be attached.

## CONTRACTOR'S ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally  
appeared \_\_\_\_\_, to me personally known, who being by me duly  
sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_,  
the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said  
instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed said  
instrument as the free act and deed of the CONTRACTOR.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## DIRECTOR'S CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

I certify that the services to be provided under this Agreement by the CONTRACTOR may be performed  
concurrently with the CONTRACTOR's private business or profession or other private employment, and that  
it is impracticable to ascertain or anticipate the portion of time to be devoted to the service of the STATE.  
Pursuant to section 76-16, HRS, the services are exempt from the state civil service.

\_\_\_\_\_ Date \_\_\_\_\_  
(signature)  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
State of Hawaii

## STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices, the University of Hawaii, and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR (is) (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest.\*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by an Agency employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the Agency within the preceding two (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an Agency employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past twelve (12) months, served as an Agency employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, HRS, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

Dated: Honolulu, Hawaii, \_\_\_\_\_, 19\_\_\_\_\_.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

\*Reminder to Agency: If “is” is circled, the Agency is required, under section 84-15, HRS, to file with the State Ethics Commission, ten (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

APPENDIX F

**REVISED TAX CLEARANCE APPLICATION**

**FORM A-6**

This document can be obtained from the Internet at  
<http://www.hawaii.gov/tax/tax.html>

## APPENDIX G

### **ANSI/NIST MUGSHOT DATA STANDARD**

This document can be obtained from the Internet at  
[ftp://sequoyah.ncsl.nist.gov/pub/nist\\_internal\\_reports/ir\\_6011.pdf](ftp://sequoyah.ncsl.nist.gov/pub/nist_internal_reports/ir_6011.pdf)  
(in pdf format)



## APPENDIX H

### **AAMVA BEST PRACTICE IMAGING STANDARD**

This document can be obtained from the Internet at  
[http://www.itl.nist.gov/div894/vip/face/bpr\\_mug2.html](http://www.itl.nist.gov/div894/vip/face/bpr_mug2.html)